

The Town of
**Leesburg,
Virginia**

RESOLUTION NO. 2018-117

PRESENTED: September 11, 2018

ADOPTED: September 11, 2018

AMENDED: September 25, 2018

AMENDED: October 15, 2019

A RESOLUTION: INITIATING A CORPORATE BOUNDARY LINE ADJUSTMENT PROCESS FOR A PORTION OF THE JOINT LAND MANAGEMENT AREA (JLMA) IDENTIFIED AS 1A AND DIRECTING STAFF TO EVALUATE OTHER AREAS OF THE JLMA IDENTIFIED AS 1 AND 2 FOR FUTURE INCORPORATION INTO THE TOWN

WHEREAS, for over thirty-five years the Town of Leesburg and the County of Loudoun have conducted joint planning initiatives to plan for the eventual expansion of Leesburg, and more recently this growth area has been identified as the Joint Land Management Area (JLMA); and

WHEREAS, the JLMA is within the County and adjacent to the existing corporate limits of the Town and serves as an area to accommodate residential and non-residential growth for Leesburg; and

WHEREAS, the Town is approaching full build out of vacant parcels; and

WHEREAS, the Town needs to assure that the corporate boundaries offer opportunities for future growth especially for purposes of attracting business and industry to enhance the Town's tax base and to provide employment opportunities for Leesburg residents.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia as follows:

SECTION I. A "voluntary" Boundary Line Adjustment process pursuant to Section 15.2-3106 *et seq.* of the Virginia Code is hereby initiated for approximately 517 acres of the JLMA known as the "Compass Creek Development" and containing parcels owned, at the time of this Resolution, by six (6) property owners: Town of Leesburg, Wal-Mart Real Estate Business Trust, Leesburg Commercial, LC, CC Skating LLC, Microsoft Corporation and Toll Road Investors Partnership II, and a seventh (7th) future property owner identified as "At Home", and further identified with the following parcel identification numbers (PINs) as of the date of this Resolution:

A RESOLUTION: INITIATING A CORPORATE BOUNDARY LINE ADJUSTMENT PROCESS FOR A PORTION OF THE JOINT LAND MANAGEMENT AREA (JLMA) IDENTIFIED AS 1A AND DIRECTING STAFF TO EVALUATE OTHER AREAS OF THE JLMA IDENTIFIED AS 1 AND 2 FOR FUTURE INCORPORATION INTO THE TOWN

Town of Leesburg, Virginia

- a. PIN: 233-18-8634-001
- b. PIN: 192-25-8128-001

CC Skating, LLC

PIN: 234-48-3058-001

Leesburg Commercial, L.C.

- a. PIN: 234-38-2798-000
- b. PIN: 234-39-9964-000
- c. PIN: 233-17-6768-000
- d. PIN: 234-29-4515-000 (future At Home site)
- e. PIN: 234-29-0522-000
- f. PIN: 234-19-2469-000

Wal-Mart Real Estate Business Trust

PIN: 235-20-1426-000 & 001

Microsoft Corporation

PIN: 235-29-7431-000

Toll Road Investors Partnership II

PIN: 234-37-8457-001

SECTION II. If any of parcels listed in Section I are subdivided or consolidated, and/or conveyed to another individual or entity, the Town Council directs that this Resolution shall incorporate those new parcel identification numbers and those new individuals or entities.

SECTION III. The Town Council further directs staff to evaluate other portions of JLMA (Areas 1 and 2) for possible future incorporation and report back to Council on findings.

PASSED this 15th day of October, 2019.



Kelly Burk, Mayor
Town of Leesburg

ATTEST:



Clerk of Council

The Town of
Leesburg,
Virginia

PRESENTED: May 14, 2019

RESOLUTION NO. 2019-073

ADOPTED: May 14, 2019

A RESOLUTION: TO CONTINUE NEGOTIATIONS WITH THE LOUDOUN COUNTY BOARD OF SUPERVISORS FOR INCORPORATION BY BOUNDARY LINE AGREEMENT (BLA), IN LIEU OF ANNEXATION PROCEEDINGS, OF JOINT LAND MANAGEMENT AREA (JLMA) AREA 1A (COMPASS CREEK) AND TO DISCUSS ADDITIONAL MATTERS, SUCH AS ECONOMIC GROWTH-SHARING AGREEMENTS OR VOLUNTARY ANNEXATION SETTLEMENT AGREEMENTS THAT MUST BE REFERRED TO THE VIRGINIA COMMISSION ON LOCAL GOVERNMENT (COLG)

WHEREAS, on September 11, 2018, Town Council passed Resolution No. 2018-117 (amended on September 25, 2018), initiating a corporate boundary line adjustment process for a portion of the Joint Land Management Area (JLMA) identified as Area 1A (the Compass Creek Development) and directed staff to evaluate other areas of the JLMA for future incorporation; and

WHEREAS, recent negotiations with Chair Randall, Supervisor Umstattd and Supervisor Higgins of the Loudoun County Board of Supervisors has resulted in a potential agreement to incorporate portions of Area 1A through a Boundary Line Agreement (BLA) rather than annexation based on the consent of the property owners within those areas to incorporation into the Town; and

WHEREAS, the Town's Annexation Area Policy Committee (comprised of the Mayor and Vice Mayor) seeks to meet with the Loudoun County Joint Annexation Area Policy Committee (comprised of Supervisor Umstattd and Supervisor Higgins) to continue negotiations for a BLA rather than annexation and to discuss economic growth-sharing agreements pursuant to Code of Virginia § 15.2-1301 which may be helpful to attract businesses to Area 1A; and

WHEREAS, under Code of Virginia § 15.2-1301(D), economic growth-sharing agreements must be approved by the Virginia Commission on Local Government (COLG); and

WHEREAS, under Code of Virginia § 15.2-3400(3), voluntary annexation settlement agreements must be reviewed by the COLG; and


A RESOLUTION: TO CONTINUE NEGOTIATIONS WITH THE LOUDOUN COUNTY BOARD OF SUPERVISORS FOR INCORPORATION BY BOUNDARY LINE AGREEMENT (BLA), IN LIEU OF ANNEXATION PROCEEDINGS, OF JOINT LAND MANAGEMENT AREA (JLMA) AREA 1A (COMPASS CREEK) AND TO DISCUSS ADDITIONAL MATTERS, SUCH AS ECONOMIC GROWTH-SHARING AGREEMENTS OR VOLUNTARY ANNEXATION SETTLEMENT AGREEMENTS THAT MUST BE REFERRED TO THE VIRGINIA COMMISSION ON LOCAL GOVERNMENT (COLG)

WHEREAS, meetings between members of local governing bodies to discuss matters which must be referred to the COLG such as voluntary annexation or economic growth-sharing agreements are not subject to the Freedom of Information Act (FOIA) public meeting requirements under Code of Virginia § 15.2-2907(D); and

WHEREAS, due to the sensitive nature of these discussions, both the Leesburg Town Council and the Loudoun County Board of Supervisors desire to hold meetings with the Loudoun County Board of Supervisors under Code of Virginia § 15.2-2907(D) that are not subject to the public meeting requirements of the FOIA.

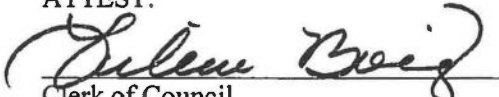
THEREFORE, RESOLVED, the Council of the Town of Leesburg in Virginia directs staff and the Annexation Area Policy Committee to continue negotiations with the Loudoun County Board of Supervisors for incorporation by a BLA of JLMA Area 1A, (Compass Creek) rather than annexation, and to discuss additional matters such as economic growth-sharing agreements and voluntary annexation settlement agreements that must be referred to the Virginia Commission on Local Government.

PASSED this 14th day of May, 2019.



Kelly Burk Mayor
Town of Leesburg

ATTEST:



Clerk of Council

The Town of
**Leesburg,
Virginia**

PRESENTED: July 9, 2019

RESOLUTION NO. 2019-097

ADOPTED: July 9, 2019

A RESOLUTION: AUTHORIZING COUNSEL FOR THE TOWN TO BRING A LEGAL ACTION CHALLENGING JUNE 20, 2019, COUNTY COMPREHENSIVE PLAN AMENDMENTS ADDRESSING THE TOWN OF LEESBURG JOINT LAND MANAGEMENT AREA AND AUTHORIZING INITIATION OF ANNEXATION STUDIES

WHEREAS, the Board of Supervisors approved the 2019 Loudoun County Comprehensive Plan on June 20, 2019. The 2019 County Comprehensive Plan amended the provisions of the County Revised General Plan addressing the Town of Leesburg Joint Land Management Area (JLMA).

WHEREAS, the County Revised General Plan provided that: the Town of Leesburg would be the provider of public sewer and water in the Town of Leesburg JLMA; and that as water and sewer were extended into the Leesburg JLMA, the County would encourage the annexation of the area by the Town; and that as the County approved rezoning and/or other development proposals of property in the JLMA, such approval would constitute the County's approval of annexation and the County would provide written consent of annexation. These provisions had been included in the County's General Plan documents since the 1991 General Plan.

WHEREAS, the 2012 Town Plan includes provisions consistent with the County's Revised General Plan with respect to the Leesburg JLMA.

WHEREAS, the Town has relied on and implemented the provisions of the County Revised General Plan in planning and developing the Town's water and sewer infrastructure to allow for the capability to serve the Leesburg JLMA in appropriate circumstances.

A RESOLUTION: AUTHORIZING COUNSEL FOR THE TOWN TO BRING A LEGAL ACTION CHALLENGING JUNE 20, 2019, COUNTY COMPREHENSIVE PLAN AMENDMENTS ADDRESSING THE TOWN OF LEESBURG JOINT LAND MANAGEMENT AREA AND AUTHORIZING INITIATION OF ANNEXATION STUDIES

WHEREAS, at a workshop meeting on June 5, 2019, the Board of Supervisors indicated, for the first time and without prior notice, its intent to revise the 2019 County Comprehensive Plan to:

1. Revise the Town Policy section to provide that Loudoun Water shall be the presumed utility provider in the Leesburg JLMA in the future.
2. Revise the County/Town Annexation Agreement/Corporate Boundary Adjustment Guidelines to provide that land in the Leesburg JLMA which can be served by Loudoun Water would remain in the County and not be brought into the Town.
3. Revise the County/Town Annexation Agreement/Corporate Boundary Adjustment Guidelines to except the Leesburg JLMA from County/Town Annexation Agreement/Corporate Boundary Adjustment Guidelines No. 5 providing that County approval of rezonings and/or other development proposals of property in the Leesburg JLMA, would constitute the County's approval of annexation and the County would provide written consent of annexation.

WHEREAS, the revisions proposed at the June 5, 2019, workshop meeting were proposed without study, or without prior notice, or without discussion with the Town or other stakeholders, and without public notice.

A RESOLUTION: AUTHORIZING COUNSEL FOR THE TOWN TO BRING A LEGAL ACTION CHALLENGING JUNE 20, 2019, COUNTY COMPREHENSIVE PLAN AMENDMENTS ADDRESSING THE TOWN OF LEESBURG JOINT LAND MANAGEMENT AREA AND AUTHORIZING INITIATION OF ANNEXATION STUDIES

WHEREAS, the Board of Supervisors adopted the 2019 County Comprehensive Plan on June 20, 2019.

WHEREAS, the revisions first proposed on June 5, 2019, and adopted on June 20, 2019, with respect to the Leesburg JLMA, would be a significant change to County land use and utility planning policy going back to at least 1991.

WHEREAS, the June 20, 2019, County Comprehensive Plan amendments addressing the Leesburg JLMA are bad public policy. The process was poor; it was not transparent; it was rushed; there was no study; there was no input from the Town or other stakeholders; and there was no good faith effort demonstrated by the County to meet with the Town to discuss and negotiate positive solutions for both parties.

WHEREAS, the County's actions in amending the provisions of the 2019 County Comprehensive Plan addressing the Leesburg JLMA are a breach of the County's obligations to the Town.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia as follows:

SECTION I. The Council authorizes counsel for the Town to bring a legal action challenging the June 20, 2019, County Comprehensive Plan amendments affecting the Town of Leesburg JLMA.


SECTION II. The Council directs Town staff to initiate studies with respect to the annexation of all or parts of the Town of Leesburg JLMA.

A RESOLUTION: AUTHORIZING COUNSEL FOR THE TOWN TO BRING A LEGAL ACTION CHALLENGING JUNE 20, 2019, COUNTY COMPREHENSIVE PLAN AMENDMENTS ADDRESSING THE TOWN OF LEESBURG JOINT LAND MANAGEMENT AREA AND AUTHORIZING INITIATION OF ANNEXATION STUDIES

SECTION III. The Council makes an initial supplemental appropriation of \$150,000 to the Town Manager's Office Fiscal Year 2020 operating budget to finance the litigation and studies; Town Manager may distribute to departments as needed and any unused funding may be carried over to subsequent fiscal years.

SECTION IV. The Council directs Town staff to advise the County of Town's desire to continue the negotiation of issues related to the Leesburg JLMA. The Council further directs the Town Manager and Town staff to continue to implement Town Council Resolution No. 2018-117 that directs Town staff to negotiate a boundary line adjustment with the County for Area 1A of the JLMA.

Passed this 9th day of July, 2019.


Kelly Burk, Mayor
Town of Leesburg

ATTEST:


Clerk of Council

The Town of
Leesburg,
Virginia

RESOLUTION NO. 2019-122

PRESENTED: August 13, 2019

ADOPTED: August 13, 2019

AMENDED: October 15, 2019

A RESOLUTION: INITIATING AMENDMENTS TO THE TOWN OF LEESBURG ZONING ORDINANCE TO ESTABLISH NEW PLANNED DEVELOPMENT DISTRICTS; TO DESIGNATE THE ZONING CLASSIFICATIONS FOR PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA THAT COME INTO THE TOWN BOUNDARIES BY BOUNDARY LINE AGREEMENT, ANNEXATION OR OTHERWISE; TO AMEND SECTIONS OF THE DESIGN AND CONSTRUCTION STANDARDS MANUAL TO ACCOMMODATE PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA; AND TO CONTINUE THE EFFECT OF PRIOR DEVELOPMENT APPROVALS BY LOUDOUN COUNTY

WHEREAS, Va. Code §15.2-2286(A)(2) authorizes the Town of Leesburg Zoning Ordinance to include provisions for the temporary application of the Zoning Ordinance to any properties coming into the territorial jurisdiction of the Town by annexation or otherwise, pending the orderly amendment of the Zoning Ordinance; and

WHEREAS, §§4.3 and 5.1.1 of the Town of Leesburg Zoning Ordinance provide for the zoning classification and interim zoning designation of any area that is added to or becomes a part of the Town of Leesburg. These provisions may not be suitable for the designation of the parcels addressed in this Resolution; and

WHEREAS, the Town anticipates that certain parcels in the Town of Leesburg Joint Land Management Area (JLMA) in the Compass Creek development area will become part of the Town by boundary line agreement, annexation or otherwise. These parcels may include in whole or in part:

1. Parcel Identification No. 234-48-3058-001/CC Skating (Ion International Training Center). (8.32 acres).
2. Parcel Identification No. 234-38-2798/Leesburg Commercial, L.C. (31.0432 acres).

A RESOLUTION: INITIATING AMENDMENTS TO THE TOWN OF LEESBURG ZONING ORDINANCE TO ESTABLISH NEW PLANNED DEVELOPMENT DISTRICTS; TO DESIGNATE THE ZONING CLASSIFICATIONS FOR PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA THAT COME INTO THE TOWN BOUNDARIES BY BOUNDARY LINE AGREEMENT, ANNEXATION OR OTHERWISE; TO AMEND SECTIONS OF THE DESIGN AND CONSTRUCTION STANDARDS MANUAL TO ACCOMMODATE PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA; AND TO CONTINUE THE EFFECT OF PRIOR DEVELOPMENT APPROVALS BY LOUDOUN COUNTY

3. Parcel Identification No. 234-29-0522/Leesburg Commercial. L.C. (1.50 acres).
4. Parcel Identification No. 234-39-9964/Leesburg Commercial, L.C. (8.4388 acres).
5. Parcel Identification No. 233-17-6768/Leesburg Commercial, L.C. (1.0324 acres).
6. Parcel Identification. No. 234-29-4515/Leesburg Commercial L.C. (future At Home). (10.4336 acres).
7. Parcel Identification No. 235-20-1426-000 & 001/Wal-Mart Real Estate Business Trust. (20.55 acres).
8. Parcel Identification No. 234-37-8457-001/Toll Road Investors Partnership II. (1.33 acres).
9. Parcel Identification Nos. 233-18-8634-001 and 192-25-8128-001/Town of Leesburg, Virginia (100.16 acres)

These parcels shall be referred to in this Resolution as the "BLA Parcels".

WHEREAS, Loudoun County has given certain development approvals allowing the development of the BLA Parcels for specific projects (the "County Development Approvals"); and

WHEREAS, the owners of the BLA Parcels each have rights to develop and use these parcels, subject to the provisions, terms, and conditions stated in the prior County Development Approvals; and

A RESOLUTION: INITIATING AMENDMENTS TO THE TOWN OF LEESBURG ZONING ORDINANCE TO ESTABLISH NEW PLANNED DEVELOPMENT DISTRICTS; TO DESIGNATE THE ZONING CLASSIFICATIONS FOR PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA THAT COME INTO THE TOWN BOUNDARIES BY BOUNDARY LINE AGREEMENT, ANNEXATION OR OTHERWISE; TO AMEND SECTIONS OF THE DESIGN AND CONSTRUCTION STANDARDS MANUAL TO ACCOMMODATE PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA; AND TO CONTINUE THE EFFECT OF PRIOR DEVELOPMENT APPROVALS BY LOUDOUN COUNTY

WHEREAS, Loudoun County has zoned some or all of the BLA Parcels as Planned Development-Commercial Center-Small Regional Center (PD-CC-SC) and Planned Development-Industrial Park (PD-IP) under the Loudoun County Zoning Ordinance; and

WHEREAS, the Town wishes to consider the adoption of new districts for planned commercial and industrial uses; and

WHEREAS, the Town wishes to consider the continuation of the effect of the existing County Development Approvals to allow the orderly transition of the BLA Parcels as part of the Town; and

WHEREAS, the Town wishes to consider the designation of the BLA Parcels as either B-3 (Community Retail/Commercial District) or for planned commercial or industrial uses; and

WHEREAS, the Town wishes to consider the designation of the BLA Parcels as either I-1 (Industrial/Research Park), or MA (Municipal Airport) for the Town-owned parcels; and

WHEREAS, the Town wishes to provide for the application of the Town of Leesburg Zoning Ordinance to the BLA Parcels upon the effective date of each parcel being added to or becoming a part of the Town, by boundary line agreement, annexation or otherwise; and

WHEREAS, the Town wishes to consider the continuation of the development and use rights provided for in the County Development Approvals, subject to the provisions, terms, and

A RESOLUTION: INITIATING AMENDMENTS TO THE TOWN OF LEESBURG ZONING ORDINANCE TO ESTABLISH NEW PLANNED DEVELOPMENT DISTRICTS; TO DESIGNATE THE ZONING CLASSIFICATIONS FOR PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA THAT COME INTO THE TOWN BOUNDARIES BY BOUNDARY LINE AGREEMENT, ANNEXATION OR OTHERWISE; TO AMEND SECTIONS OF THE DESIGN AND CONSTRUCTION STANDARDS MANUAL TO ACCOMMODATE PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA; AND TO CONTINUE THE EFFECT OF PRIOR DEVELOPMENT APPROVALS BY LOUDOUN COUNTY

conditions stated in the County Development Approvals, to provide certainty to the property owners as to the development and use of the BLA Parcels; and

WHEREAS, the Town wishes to provide for the application of the Town of Leesburg Design and Construction Standards Manual to the BLA Parcels upon the effective date of each parcel being added to or becoming a part of the Town, by boundary line agreement, annexation or otherwise; and

WHEREAS, staff has prepared initial materials addressing these issues for the Planning Commission to review and consider; and

WHEREAS, the public necessity, convenience, general welfare and good zoning practice require consideration of the proposed amendments.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia that:

SECTION I. Amendments to the Zoning Ordinance are hereby initiated and referred to the Planning Commission to address:

A. The possible establishment of the new planned development districts for commercial centers and industrial parks.

B. The appropriate designation of zoning classifications for properties in the Compass Creek development area upon the effective date of a boundary line agreement or annexation bringing any such properties within Town boundaries.

A RESOLUTION: INITIATING AMENDMENTS TO THE TOWN OF LEESBURG ZONING ORDINANCE TO ESTABLISH NEW PLANNED DEVELOPMENT DISTRICTS; TO DESIGNATE THE ZONING CLASSIFICATIONS FOR PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA THAT COME INTO THE TOWN BOUNDARIES BY BOUNDARY LINE AGREEMENT, ANNEXATION OR OTHERWISE; TO AMEND SECTIONS OF THE DESIGN AND CONSTRUCTION STANDARDS MANUAL TO ACCOMMODATE PROPERTIES IN THE COMPASS CREEK DEVELOPMENT AREA; AND TO CONTINUE THE EFFECT OF PRIOR DEVELOPMENT APPROVALS BY LOUDOUN COUNTY

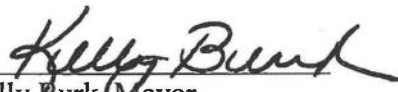
C. The possible continued effect of prior County Development Approvals applicable to properties in the Compass Creek development area that come into Town boundaries by boundary line agreement or otherwise.

SECTION II. Amendments to the Design and Construction Standards Manual are hereby initiated and referred to the Planning Commission to address properties in the Compass Creek development area that come into Town boundaries by boundary line agreement or otherwise.

SECTION III. To accommodate the timing of the approval of a Boundary Line Agreement with Loudoun County, these amendments may be heard by the Planning Commission and Town Council in a joint public hearing held pursuant to Code of Virginia 15.2-2204(A).

SECTION IV. This Resolution shall be in effect upon its adoption.

PASSED this 15th day of October, 2019.



Kelly Burk, Mayor
Town of Leesburg

ATTEST:



Clerk of Council

JLMA - All Areas
Orthographic Image



Potential Water and Sewer Treatment Plant Capacities in JLMA with Datacenters

Tuesday, November 12, 2019

Prepared by: Department of Utilities

JLMA = Joint Land Management Area

Overall Assumptions:

Analysis is evaluating treatment facility capacities only and not pipe and pump station capacities

Water and Sanitary sewer pipe upgrades, improvements and new pump station will be required and at the expense of developers

Cost estimates for upgrades have not been completed at this time

Analysis should be updated for any rezoning or other density changes for Town or JLMA build out

Tuscarora Crossing data center total square footage (sq ft) = 1.4M and Twin Creeks = 810,000 sq ft

Analysis should be updated upon review of Loudoun Water's Master Plan of the JLMA expected to be released by January 2020

Water demand and sewer flows for data centers are evaporative cooling technology and not water cooling

Projected water demand or sewer flow based on design values near plant capacity



Projected water demand or sewer flow based on design values exceeds plant capacity

| Water Filtration Plant | | mgd = million gallons per day | |
|---|-------------------|-------------------------------|--|
| Permitted Capacity = 10 mgd/12.88 mgd | | | |
| <i>Scenario with build out within Town based on current zoning</i> | Average Day (mgd) | Max Day (mgd) | |
| Microsoft Phase I | 6.83 | 11.94 | |
| Microsoft Phase I and Phase II | 7.44 | 13.02 | |
| Microsoft Both Phases and Tuscarora Crossing (TC) Datacenter | 9.02 | 15.78 | |
| Microsoft Both Phases, TC and Twin Creek Datacenter | 9.92 | 17.35 | |
| Microsoft Phase I only and Tuscarora Creek | 8.40 | 14.71 | |
| Microsoft Phase I only, Tuscarora Creek and Twin Creeks Datacenters | 9.30 | 16.28 | |

Water Notes:

Max Day is based on 1.75 peak factor per Town's Design and Construction Standards Manual (DCSM)

Waterworks permit for a design capacity of 12.884 MGD (May 1 through October 31) and 10.784 MGD (November 1 through April 30) capacity.

Permit restriction is due to limited treatment capacity

Water Assumptions:

Microsoft water demand is based on numbers provided by their engineer.

Other data center water demand is based on 1.0 gpd/sq ft per Loudoun Water's value.

| Water Pollution Control Facility | |
|---|--------------------------|
| Discharge Permit Flow = 7.5 mgd | |
| Scenario with build out within Town based on current zoning | Average Day (mgd) |
| Microsoft Phase I | 7.07 |
| Microsoft Phase I and Phase II | 7.48 |
| Microsoft Both Phases and Tuscarora Crossing (TC) Datacenter | 7.92 |
| Microsoft Both Phases, TC and Twin Creek Datacenter | 8.18 |
| Microsoft Phase I only and Tuscarora Creek | 7.52 |
| Microsoft Phase I only, Tuscarora Creek and Twin Creeks Datacenters | 7.78 |

Sewer Assumptions:

Microsoft sewer flow is based on numbers provided by their engineer and updated November 11, 2019.

Other data center water demand is based on 0.125 gpd/square foot per Loudoun Water's value.

2.5 peak factor applied to all data center sewer flows

Overall Factors to Consider:

Upgrade of water treatment plant will cause permit reissuance and potentially low flow restrictions/allocations for water withdrawal

Significantly higher water demand or sewer flow for any data centers will impact the analysis results

Plant capacity upgrades will not be paid entirely by data center availability fees

Summary:

The Town's water and sewer treatment facilities can provide service to Microsoft Phase I.

If Microsoft Phase II is served by Town water and sewer utilities, both plants are nearing capacity as the final data center comes on line.

If the Town only service Microsoft Phase I and Tuscarora Crossing, the total square footage of the Tuscarorara Crossing data centers (1.4M) in two landbays cause both treatment facilities to go beyond permitted capacities.

The Town of
Leesburg,
Virginia

PRESENTED: May 26, 2020

RESOLUTION NO. 2020-066

ADOPTED: May 26, 2020

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE II)

WHEREAS, Microsoft Corporation (the “Applicant”) requests approval of Town of Leesburg, Virginia (“Town”) water and sanitary sewer extensions to a proposed project on a parcel (Parcel Identification Number 235-29-7431-000) (the “Microsoft Property”). The project involves the second phase of the development of the Microsoft Property (“Microsoft Phase II”) for data centers and administrative uses; and

WHEREAS, Microsoft Phase II is located outside the Town’s corporate limits, but within the Town of Leesburg Joint Land Management Area (“JLMA”) and within the Town’s water and sewer utility service area; and

WHEREAS, existing and proposed Town water and sanitary sewer infrastructure are located in the vicinity of the Microsoft Property. A 16-inch water main is located approximately 1600 feet north of the Microsoft Property and designed to extend south with approved Compass Creek Development plans. A revision is required on the Compass Creek Development plans to increase the approved 12-inch water main to 16 inches. A 14-inch lined gravity sewer main traverses the entire Microsoft Property; and

WHEREAS, existing water and sewer pro-rata agreements under Town Code §§ 34-30 and 34-128 identify the Microsoft Property as a “benefitted parcel” and/or a “named property”. The Applicant, therefore, is responsible for water and sewer pro-rata payments due under the agreement(s); and

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE II)

WHEREAS, the Town has entered into the Agreement for the Construction of Phase II Lower Sycolin Gravity Main with the Peterson Companies, dated as of March 24, 2015 (the “2015 Pro-rata Agreement”). This Pro-rata Agreement provides for the Town to share certain construction costs incurred in constructing sanitary sewer facilities to serve the “Crosstrail Southern” area, which includes the Microsoft Phase II area; and

WHEREAS, the Town Council adopted Resolution No. 2015-039; dated March 24, 2015, which designates the Crosstrail (Southern) as a benefitted parcel and assigns certain costs to the Crosstrail (Southern) property for purposes of future pro-rata payments. The Microsoft Property is located in the area designated as Crosstrail (Southern); and

WHEREAS, the Town has adopted resolutions establishing pro-rata payments for properties served by the Route 643 Water Storage Tank project; and

WHEREAS, the Director of Utilities recommends approval of the extensions of Town water and sewer services for Microsoft Phase II provided the Applicant satisfies the conditions stated in this Resolution.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia as follows:

SECTION I. The Town Council approves the extensions of Town water and sanitary sewer services to Microsoft Phase II in accordance with §§ 34-25 and 34-123 of the Town Code, provided the Applicant satisfies the following conditions:

1. Data center infrastructure design and development of the Microsoft Phase II shall not encroach upon the Town’s existing or proposed water and sanitary sewer easements located within the boundaries of the Microsoft Property.

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE II)

2. The Applicant shall pay the cost of constructing facilities and improvements needed to connect to the Town's water and sanitary sewer systems to serve Phase II.

3. All Town water and sewer connection fees, water and sewer availability fees, sanitary sewer and water pro-rata fees and other applicable Public Facilities Permit (PFP) fees for water and sanitary sewer services shall be paid prior to the issuance of any Building Permit issued by Loudoun County.

4. For purposes of the water availability fee, the peak daily water demand to the Microsoft Phase II must not exceed the quantity stated by Microsoft in its table provided to the Town, dated May 14, 2020.

5. For purposes of the sewer availability fee, the peak daily sanitary sewer flow from the Microsoft Phase II must not exceed the quantity stated by Microsoft in its table provided to the Town, dated May 14, 2020.

6. The Town Council must approve or deny any subsequent request, via a Town Council Resolution, for increased water demand and/or sanitary sewer flow capacities over and above the quantities set forth in paragraphs 4 and 5 of this Resolution.

7. If at any time the Town receives information that the water demand and/or sanitary sewer flow for Microsoft Phase II consistently exceeds the amounts set forth in paragraphs 4 and 5 above, the Applicant or developer shall: (a) seek Town Council approval for increased demand if directed by the Town's Director of Utilities; (b) pay all additional fees set forth in paragraph 3; and (c) if directed by the Town's Director of Utilities, obtain and pay for a comprehensive water and/or sewer model and study that analyzes and defines the impacts to the Town's utility system from the Town's utilities engineering consultant.

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE II)

8. Previously, the Applicant paid the total sewer pro-rata share assigned to the Microsoft Property as a “benefitted parcel” in Resolution No. 2015-039 with the Phase I PFP.

9. The Applicant must pay the total water pro-rata share assigned to the Microsoft Property and as reflected on the final PFP issued by the Town.

10. The Applicant and the Town will enter into a water and wastewater service agreement that addresses the level of services provided to Microsoft’s Phase I and Phase II project and the conditions of such service. This agreement may address:

a. Average and peak demand for water. Peak water demand limit.

b. Average and peak sanitary sewer flow. Peak sewer flow limit.

c. Water demand and sewer equalization storage onsite was not required for Phase I. During the design of Phase II, the additional water demand and sewer flow for Phase II provided to the Town dated May 14, 2020 will be evaluated and determined if Phase II may require equalization storage onsite.

d. The disposal of water used for commissioning data center facilities by pumping and hauling.

e. The maximum discharge water temperature limit.

f. Effluent water quality limits; which could trigger pretreatment requirements if exceeded.

g. Planning for potential restrictions on water usage if drought restrictions are imposed on the Town’s water withdrawal permit.

h. Sanitary sewer discharge restrictions during wet weather is not required for Phase I. During the design of Phase II, the additional sewer flow for Phase II provided to the Town dated

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

May 14, 2020 will be evaluated and determined if Phase II may require sewer discharge restrictions.

i. Providing for real-time measurements of the sewer flow and Town access to this flow measurement data.

j. The installation of a flushing device for water quality maintenance purposes near the end of the water transmission main.

11. The approval of the extensions of Town water and sanitary sewer services to Microsoft Phase II in accordance with §§ 34-25 and 34-123 of the Town Code is conditioned on and subject to Microsoft’s and Loudoun County’s agreement to a Boundary Line Adjustment (BLA) bringing the entire Microsoft property into the Town boundaries as provided for in the Town Plan.

12. Nothing herein shall be deemed a “holding out” by the Town as the sole, exclusive, or primary water and sanitary sewer service provider outside of its boundaries in this vicinity, nor shall it operate as a commitment to provide such services to any party other than the Applicant or for any purpose other than the purposes stated herein and subject to the conditions stated in this Resolution. All proposed extensions of water and sanitary sewer service are subject to the provisions of the Leesburg Town Code and the Leesburg Town Plan.

SECTION II. The Town shall not provide water and sanitary sewer service to the Microsoft Project/Phase II until all conditions set forth in Section I are met.

SECTION III. The approval of extensions of water and sewer sanitary services for a data center and administrative uses and accompanying conditions shall apply to any subsequent purchaser of the parcels listed in this Resolution, and/or successor or assignee of the Applicant, and this

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

Resolution shall be recorded in the Loudoun County Circuit Court Land Records to ensure notice of the conditions to subsequent purchasers, successors or assignees of the Applicant.

PASSED this 26th day of May, 2020.

Kelly Burk
Kelly Burk, Mayor
Town of Leesburg

ATTEST:

Doreen Boies
Clerk of Council

LF\LeesburgRMS\Town_Clerk\Resolutions\2020\0526 Water and Sanitary Sewer Service Extension Approval to Microsoft Phase II Project

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk, as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing Resolution, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 28 day of May, 2020.

Ann Marie Smith
Notary Public

My commission expires: 2/29/24

Registration Number: 7677893



Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



Attn:

Eric Schryer
Dewberry
1503 Edwards Ferry Road, Suite 200
Leesburg, VA 20176
703.840.1929
www.dewberry.com

Enclosed you will find 2 originals: Water and wastewater service agreement for the Leesburg, IAD01 site. Please have both signed and send an executed copy back to us.

Nicolae Zaharia
Microsoft Cloud Operations & Innovation
Redwest E #2156
5600 148th AVE NE
Redmond, WA 98052

**WATER AND WASTEWATER SERVICE AGREEMENT
FOR THE MICROSOFT PROJECT**

This Water and Wastewater Service Agreement for the Microsoft Project (the “Agreement”) is entered into this ____ day of _____ 2020 (the “Effective Date”), by and between Microsoft Corporation, a Washington corporation (“Microsoft”) and the Town of Leesburg, Virginia, a Virginia municipal corporation (the “Town”) (collectively, the “Parties” and individually a “Party”).

Recitals

1. The Town and Microsoft desire to set forth in this Agreement certain terms and conditions by which the Town will provide water and wastewater service to the Microsoft Project (defined below) and Microsoft will purchase water and wastewater service for the Microsoft Project.

2. The Town Council approved Resolution No. 2019-180 on November 26, 2019, entitled “Conditional Approval of Water and Sanitary Sewer Extensions to Serve a Portion of the Property of Microsoft Corporation (Microsoft Phase I)”. (“Resolution No. 2019-180”). Resolution No. 2019-180 approved the extension of Town water and sanitary sewer service to the Microsoft Phase I Project in accordance with §§34-25 and 34-123 of the Town Code, subject to certain conditions stated in Resolution No. 2019-180. A copy of Resolution No. 2019-180 is attached as **Exhibit 1** to this Agreement.

3. The Town Council approved Resolution No. 2020-066 on May 26, 2020, entitled “Conditional Approval of Water and Sanitary Sewer Extensions to Serve a Portion of the Property of Microsoft Corporation (Microsoft Phase II)”. (“Resolution No. 2020-066”). Resolution No. 2020-066 approved the extension of Town water and sanitary sewer service to

the Microsoft Phase I Project in accordance with §§34-25 and 34-123 of the Town Code, subject to certain conditions stated in Resolution No. 2020-066. A copy of Resolution No. 2020-066 is attached as **Exhibit 2** to this Agreement.

4. Nothing in this Agreement shall affect or alter the application of the Utilities provisions (Chapter 34) of the Town Code.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are a part of this Agreement, the benefits to the Parties to be realized from this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows.

**Article I
Incorporation of Recitals**

1.1. The foregoing Recitals are hereby incorporated in this Agreement by reference.

**Article II
Definitions**

2.1 “Agreement” shall mean this Water and Wastewater Service Agreement.

2.2 “Availability Fee” shall have the meaning stated in Town Code §§ 34-18, 34-29, and 34-127.

2.3 “Clear Water Discharge Point” shall have the meaning set forth in Section 3.3.3 of this Agreement.

2.4 “Clear Water Wastewater System” shall have the meaning set forth in Sections 2.12 and 3.33 of this Agreement.

2.5 “Effective Date” shall be the date written above.

2.6 “Force Majeure” shall have the meaning set forth in Section 10.3.2 of this Agreement.

- 2.7 “JLMA” shall mean the Town of Leesburg Joint Land Management Area as provided for in the 2012 Town Plan (Page 1-6).
- 2.8. “Maximum Available Water Volume” shall have the meaning set forth in Section 3.1.1 of this Agreement.
- 2.9. “Maximum Available Wastewater Volume” shall have the meaning set forth in Section 3.1.3 of this Agreement.
- 2.10 “Microsoft” shall mean the Microsoft Corporation.
- 2.11. “Microsoft Usage Estimates” shall have the meaning set forth in Section 8.1. **Exhibit 5).**
- 2.12. “Microsoft Wastewater System” shall mean the facilities for collecting, transporting, measuring, and discharging wastewater located on the Microsoft Property and owned, operated and maintained by Microsoft. There are two portions of the Microsoft Wastewater System; Sanitary Sewer and Clear Water Discharge. The Clear Wastewater System collects water from the evaporative cooling air handling systems.
- 2.13. “Microsoft Water System” shall mean the facilities for receiving, distributing, and measuring water supplied by the Town located on the Microsoft Property and owned, operated, and maintained by Microsoft.
- 2.14. “Microsoft Phase I Project” shall mean all work associated with site plan submission TLPF-2019-0030.
- 2.15. “Microsoft Phase II Project” shall mean additional property development for the Microsoft Property beyond the Microsoft Phase I Project.
- 2.16. “Microsoft Project” shall mean, collectively, the Microsoft Phase I Project and the Microsoft Phase II Project.

- 2.17. "Microsoft Property" shall mean those parcels owned by Microsoft and identified as Parcel Identification Number 253-297-431.
- 2.18. "Plans and Specifications" shall have the meaning set forth in Section 3.2 of this Agreement.
- 2.19. "Public Facilities Permit" shall mean the Public Facilities Permit(s) issued by the Town pursuant to Town Code §§ 34-18 in connection with the Microsoft Phase I Project and Microsoft Phase II Project, copies of which are attached hereto as **Exhibits 3 and 4**
- 2.20. "Resolution No. 2019-180" shall have the meaning set forth in Recital 2 of this Agreement. (**Exhibit 1**).
- 2.21 "Resolution No. 2020-066" shall have the meaning set forth in Recital 2 of this Agreement. (**Exhibit 2**).
- 2.22. "Town" shall mean the Town of Leesburg, Virginia.
- 2.23. "Town Code" shall mean the Town Code of Leesburg, Virginia.
- 2.24. "Town Design and Construction Standards Manual" shall mean the Town of Leesburg Design and Construction Manual, dated June 27, 1990.
- 2.25. "Town Water System" shall mean the Town's public water supply that includes water mains, fire hydrants, valves, pump stations, storage and treatment facilities. (Town Code §§ 34-18).
- 2.26. "Town Wastewater System" shall mean the Town facilities for collecting, pumping, treating, and disposing of sewage. (Town Code §§ 34-117).
- 2.27. "Water Delivery Points" shall have the meaning set forth in Section 3.3.1 of this Agreement.

2.28. "Wastewater Discharge Point" shall have the meaning set forth in Section 3.3.3 of this Agreement.

**Article III
Water Supply and Wastewater Services for the Microsoft Project**

The Town shall sell and deliver and Microsoft shall purchase and accept water and wastewater services as follows:

3.1. **Service.** Subject to the provisions of this Agreement, the Town Code, and the Sewer Use Regulations, the Town shall make the Maximum Available Water Volume and the Maximum Available Wastewater Volume available first for the Microsoft Phase I Project and for the Microsoft Phase II Project in the amounts specified in this Section 3.1.

3.1.1. **Maximum Available Water Volume.** The "Maximum Available Water Volume" shall be (i) for the Microsoft Phase I Project, 139,100 gallons per day, and (ii) for the Microsoft Phase II Project, 452,400 gallons per day.

3.1.2. **Peak Instantaneous Demand/Water.** The peak instantaneous demand for water shall not exceed (i) for the Microsoft Phase I Project, 315 gallons per minute, and (ii) for the Microsoft Phase II Project, 1,040 gallons per minute.

3.1.3. **Maximum Available Wastewater Volume.** The "Maximum Available Wastewater Volume" shall be (i) for the Microsoft Phase I Project, 27,100 gallons per day, and (ii) for the Microsoft Phase II Project, 72,400 gallons per day.

3.1.4. **Peak Instantaneous Demand/Wastewater.** The peak instantaneous discharge for wastewater shall not exceed (i) for the Microsoft Phase I Project, 110 gallons per minute, and (ii) for the Microsoft Phase II Project, 280 gallons per minute.

3.2. **Improvements to Town Systems.** Microsoft shall pay the costs of improvements to extend the Town Water System and the Town Wastewater System to serve the Microsoft Project

as shown on plans and specifications which have been or will be prepared by Microsoft and have been or will reasonably be approved by the Town (the "Plans and Specifications"). The Town shall own, operate, and maintain such improvements after installation and acceptance.

3.2.1 Improvements under this Section 3.2 may include enlarging existing pipes or other existing facilities that are part of the Town Water System or Town Wastewater System to the extent reasonably required to provide water or wastewater service to the Microsoft Project without negatively impacting the operation of those systems. In addition, if water and/or sanitary sewer modeling show that the proposed water demand and/or wastewater discharge of the Microsoft Project will negatively impact the existing Town Water System and/or Town Wastewater System, Microsoft shall design, construct and pay the costs of improvements to expand the affected system(s) as reasonably necessary to address the negative impacts shown in the modeling.

3.3. Delivery and Measurement Points.

3.3.1. **Water Delivery Points.** The delivery and measurement points for water supply shall be by meter at the downstream end of the meter. The water delivery and measurement points shall be located on the Microsoft Property (the "Water Delivery Points"), as depicted on the Plans and Specifications. The Parties anticipate that there will be multiple water meters located on the Microsoft Property.

3.3.2. Microsoft shall be responsible for acquiring and installing the water meters, vault facilities, and related equipment. The Town shall own, operate and maintain the water meters after installation and acceptance.

3.3.3. **Wastewater Discharge Points.** The measurement points for wastewater discharged by the Microsoft Project into the Town Wastewater System shall be by clear water

discharge flow meter(s) plus the sanitary sewer laterals for the administration buildings. The clear water discharge and measurements points shall be located on the Microsoft Property (the "Clear Water Discharge Point") as depicted on the Plans and Specifications. Microsoft shall be responsible for acquiring, installing, operating and maintaining the Clear Water Discharge flow meter(s), metering manhole facilities, and related equipment. The Town may require that the metering manhole facilities include reasonable devices for the measurement of temperature of clearwater discharges from the Clear Water Wastewater System to the Town Wastewater System consistent with the Town's monitoring system and software.

3.4. Limitations on Water Supply. Drought Restrictions/Emergency Water Supply Conditions. The Parties recognize that the supply of water to the Microsoft Property is subject to limitations on the water supply to and operation of the Town Water System as a result of drought, limitations on the Town's ability to withdraw water, governmental action, and emergency water supply conditions. Microsoft shall comply with, and be subject to, water supply and usage restrictions in accordance with the Town's Drought Assessment and Emergency Water Supply Response Plan as may be in effect at the time of the limitation, restriction or emergency.

3.5 Town Water System Valves.

3.5.1. The Town Water System will include valves on the Microsoft Property. Microsoft shall be responsible for purchasing, and installing all valves, valve markers, valve covers, valve boxes, and/or valve indicators that are part of the Town Water System on the Microsoft Property. The Town will own, operate, and maintain the valve equipment after installation and acceptance. Microsoft shall pay the cost of purchasing and installing replacement signage and markers as may be needed as a result of damage or wear and tear.

3.5.2. The Town will develop a standard operating procedure to allow properly and currently trained Microsoft personnel to operate Town Water System valves located on the Microsoft Property in emergency conditions. Microsoft personnel shall operate Town valves only in compliance with the Town's standard operating procedure. The standard operating procedure may provide that Microsoft personnel may operate Town valves only if Town personnel are not available to operate the Town valves. The Town may require that all Microsoft personnel allowed to operate Town valves shall be trained as required by the Town and that such training shall be maintained on a periodic basis.

3.6. **Temporary Service During Construction.** The Town and Microsoft have agreed to terms to provide temporary service to support construction ahead of this agreement.

Article IV
Microsoft Water and Wastewater Systems

4.1. **Microsoft Water System.** Microsoft shall be responsible for constructing all pipes, connections, and appurtenances necessary to obtain water from the Water Delivery Points.

4.2. **Microsoft Wastewater System.** Microsoft shall be responsible for constructing all pipes, connections, and appurtenances necessary to discharge wastewater into the Town Wastewater System.

4.3. **Operations.** Microsoft shall own, operate and maintain the Microsoft Water System and the Microsoft Wastewater System as shown on the Plans and Specifications from the Water Delivery Points and the Wastewater Discharge Points.

4.4. **Onsite Water Storage Tank.** Microsoft shall construct, own, operate and maintain any onsite water storage facilities needed in connection with the Microsoft Project.

4.5. **Ownership.** Microsoft shall own, operate and maintain the Microsoft water and wastewater systems up to and including the Water Delivery Points and the Wastewater Discharge Points.

4.6. **Backflow Prevention and Cross-Connection.** Microsoft shall procure, install, own, operate, winterize and maintain backflow preventers prior to any point of use. The Town shall reasonably approve the design and specification of the backflow preventer devices. Microsoft shall be responsible for the maintenance and periodic testing of backflow preventer devices and for providing annual backflow preventer test reports demonstrating compliance with the Town's Cross Connection and Backflow Prevention Control Program. Microsoft shall own, install, operate, winterize and maintain additional backflow prevention measures as necessary for the protection of potable or non-potable water systems on the Microsoft Property.

4.7. **Clear Water Wastewater Flow Metering.** Microsoft shall procure, install, own, operate, and maintain metering devices to provide daily readings and access daily readings for wastewater flow from the Clear Water Discharge Points. The data from such metering devices shall be accessible to the Town through login or similar permissions.

4.7.1. **Meter Inspection and Reading.** The wastewater flow metering equipment shall be accessible for inspection by the Town at all reasonable times, and subject to reasonable access, security, and notice provisions. Microsoft shall have the right to cause its representative to be present during such inspections, and the Town shall use good faith efforts not to interrupt any operations on the Microsoft Property during such inspections. The meters may be read as if they were Town meters. (Town Code 34-155.1)

4.7.2. **Wastewater Metering Cost.** The Parties may provide for a cooperative arrangement to efficiently measure the wastewater flow. The Town may contract with a flow

measurement service provider to enable cellular transmission and receipt of the flow and temperature data. Microsoft shall pay the actual and reasonable cost for such flow measurement services incurred by the Town.

4.7.3. **Calibration.** Microsoft shall be responsible for the calibration, maintenance, and repair costs for the flow measurement devices.

4.7.4. **Accuracy.** The Town and Microsoft shall cooperate in insuring the accuracy of the flow measurement devices.

4.7.5. **Additional Wastewater Flow Measurement Devices.** In the event that Microsoft cannot demonstrate the accuracy of the transmitted flow data to the Town's reasonable satisfaction, the Town may install additional wastewater flow measurement devices at upstream and downstream points to confirm the wastewater flow metering information. Microsoft shall pay the actual and reasonable cost of installation, rental, maintenance, operation, and reporting of such devices and wastewater flow confirmation data.

4.8. **Access.** The Town shall have the right, at all reasonable times, and subject to reasonable access, security, and notice provisions, to enter upon the Microsoft Property to review and inspect the utility system facilities and operations to confirm compliance with the provisions of this Agreement. Microsoft shall have the right to cause its representative to be present during such inspections, and the Town shall use good faith efforts not to interrupt any operations on the Microsoft Property during such inspections

4.9. Easements.

4.9.1. **Phase I Project Easement.** Promptly following the Effective Date, each Party shall execute the Deed of Easement in the form attached hereto as **Exhibit 6**, incorporated by reference and made a part of this Agreement, pursuant to which Microsoft shall grant the Town

an easement in gross across and under portions of the Microsoft Property specified therein for the installation, operation and maintenance of the Town Water System pipes and appurtenances to the Water Delivery Points necessary for the Microsoft Phase I Project in accordance with this Agreement. Upon full execution of such Deed of Easement, it shall be recorded in the land records of Loudoun County, Virginia.

4.9.2. Phase II Project Easements. The Parties shall reasonably and in good faith negotiate such additional, similar easements as may be necessary for the Microsoft Additional Phases Project, as and when appropriate. Upon full execution of such Deed of Easement, it shall be recorded in the land records of Loudoun County, Virginia and attached to this Agreement as **Exhibit 7.**

Article V Wastewater Discharge Monitoring

5.1 Wastewater Quality Monitoring. Microsoft and the Town shall monitor the quality and characteristics of the wastewater discharges. Microsoft shall comply with the wastewater discharge monitoring and reporting provisions of the Town's Sewer Use Regulations. The Town or Microsoft may perform additional testing at any time.

5.1.1. Microsoft shall own, operate and maintain all facilities necessary for compliance with applicable wastewater quality requirements.

5.1.2. Microsoft shall provide the ability to obtain wastewater samples prior to the commissioning and operation of such facilities.

5.1.3. The Town shall have reasonable access to wastewater discharge sampling locations and facilities for purposes of wastewater quality monitoring.

5.1.4. Microsoft shall adjust the flow of wastewater discharges to meet wastewater quality standards, as reasonably determined by the Town's Director of Utilities.

5.2. Pretreatment Facilities. The Town may require Microsoft to install and operate reasonable pretreatment facilities if Microsoft's wastewater discharges do not comply with applicable categorical pretreatment standards or limits specified by the United States Environmental Protection Agency, the Virginia Department of Environmental Quality, or the Town Code.

5.3. Discharges from Startup and Commissioning Activities.

5.3.1. Microsoft shall dispose of wastewater from the startup and commissioning process by pump and haul to an offsite discharge location.

5.3.2. Microsoft shall not discharge wastewater from the startup and commissioning process into the Town's Wastewater System, unless the collected water has been tested and reasonably approved, in writing, by the Town for disposal in the Town's wastewater system. If the wastewater from the startup and commissioning process is not approved after testing for discharge into the Town Wastewater System, Microsoft shall arrange for the disposal of such wastewater off-site.

5.4. Discharge Temperature Limits.

5.4.1. The maximum wastewater discharge temperature limit shall be 85°F, or the temperature of the incoming water from the Town as recorded at the water treatment plant, whichever is higher.

5.4.2. The minimum wastewater discharge temperature limit shall be 54°F or the temperature of the incoming water from the town as recorded at the water treatment plant, whichever is lower.

5.4.3. Microsoft shall be responsible for monitoring the clear water wastewater discharge temperature and reporting the values to the Town.

5.4.4. Microsoft shall own, install, operate and maintain the devices needed to measure the temperature of wastewater discharges.

5.4.5. Microsoft shall report wastewater discharges outside of the maximum and minimum temperature limits to the Town.

5.4.6. Microsoft shall be responsible for remedying wastewater discharges outside of the maximum and minimum temperature limits. Microsoft shall promptly develop a process and plan for correction and prevention of recurrence upon any occurrence of wastewater discharges outside the maximum or minimum temperature limits.

5.4.7 Microsoft shall be responsible to submit to the Town a seasonal commissioning plan 30 days prior to each startup. The plan shall include, without limitation, the expected timeline, proposed chemicals to be used and quantities during start up.

5.5. Onsite Equalization.

5.5.1. Based on the Microsoft Usage Estimates, the Microsoft Phase I Project will not require wastewater equalization onsite storage.

5.5.2. Microsoft and the Town are evaluating the need for on-site equalization beyond Microsoft Phase I.

5.5.3 If actual usage for Microsoft Phase I or the evaluation under 5.5.2 for the Microsoft Phase II Project determines the wastewater discharge requires onsite equalization, reasonable wastewater equalization onsite storage shall be provided Microsoft shall design, construct and pay the costs for such onsite equalization facilities. Microsoft shall own, operate, and maintain onsite equalization facilities.

5.6. Wet Weather Flow Conditions. Based on the Microsoft Usage Estimates, the Microsoft Phase I Project will not require wet weather discharge restrictions.

5.6.1. Microsoft and the Town are evaluating the need for wet weather discharge restrictions beyond the Microsoft Phase I Project.

5.6.2 If actual usage for Microsoft Phase I or evaluation under 5.6.1 for the Microsoft Phase II Project determines the wastewater discharge requires wet weather discharge restrictions, Microsoft shall comply with and be subject to a reasonable restriction plan.

Article VI Automatic Flushing Device

6.1. Automatic Flushing Device.

6.1.1. Microsoft shall install, at its expense, an automatic flushing device(s) and water meter(s) on the Town water main at a location designated in the Plans and Specifications reasonably approved by the Town. The Town and Microsoft shall reasonably agree on the location of the Automatic Flushing Device(s) and water meter(s).

6.2. The Town shall not charge any availability fees or pro rata fees for the water usage associated with the automatic flushing device(s).

6.3. Microsoft shall complete the installation of the automatic flushing device(s) and water meter(s) for the Town's acceptance in compliance with the Plans and Specifications for the Microsoft Project.

6.4. The Town shall own, operate and maintain the automatic flushing device(s) and water meter after acceptance(s).

6.5. Microsoft shall submit a water main activation plan two (2) weeks prior to commencement of the Town delivering water to the Water Delivery Point(s).

6.6. The minimum available flushing rate shall be 15,000 gallons per day at all times for Microsoft Phase I Project.

6.7. After the plans for Microsoft Phase II Project are approved and signed, the flushing rate specified in those approved plans shall be attached to this Agreement as **Exhibit 8**. The revised flushing rate shall be based on the length of pipe proposed with Phase II.

6.8. The flushing rate may be adjusted (increased or decreased) based on Town Water System chlorine residual samples, to ensure the water quality complies with Virginia Department of Health Regulations. In no event, however, shall the minimum available flushing rate be below the values set forth in 6.6 and 6.7.

6.9. Microsoft shall pay the actual and reasonable cost of water used during the use of the automatic flushing device(s). The Town's Director of Utilities shall reasonably determine when the operation of the automatic flushing device(s) may be terminated.

6.10. Microsoft shall pay reasonable wastewater charges for wastewater used for the automatic flushing device(s) if not released overland.

6.11. The use of water in connection with the use of the automatic flushing device(s) shall not be included in the calculation of the Maximum Available Water Volume or the Maximum Available Wastewater Volume.

Article VII Service Disruption

7.1. Service Disruption.

7.1.1. **Planned Outages.** The Town shall coordinate with Microsoft to minimize the time and effect of any planned service disruption on the Microsoft Project. In the absence of extraordinary circumstances, planned outages will be scheduled for times that the ambient temperature is not expected to exceed 80 degrees Fahrenheit to minimize impacts to Microsoft's operations.

7.1.2. **Unplanned Outages.** The Town shall notify Microsoft as soon as reasonably possible upon any unplanned outage of water or wastewater services to the Microsoft Project. The Town shall make good faith efforts to minimize the time and effect of any service disruption on the Microsoft Project.

7.1.3. The Parties recognize that the provision of water and wastewater services to the Microsoft Property is subject to limitations on the water supply to the Town's Water System and the operations of the Town Water System and Town Wastewater System as a result of Force Majeure.

Article VIII Additional Capacity

8.1. **Estimated Usage.** Microsoft has provided the Town with water and wastewater usage estimates first for the Microsoft Phase I Project and subsequently for the Microsoft Phase II Project (collectively, "Microsoft Usage Estimates"). A copy of the Microsoft Usage Estimates is attached as **Exhibit 5** to this Agreement. The Maximum Available Water Volume and Maximum Available Wastewater Volume provisions of this Agreement are based on the Microsoft Usage Estimates.

8.2. Availability Fees and Pro Rata Fees.

8.2.1. **Phase I Project.** The availability fees and pro rata fees stated in the Public Facilities Permit with respect to the Microsoft Phase I Project (**Exhibit 3**) are based on the Microsoft Usage Estimates (**Exhibit 5**) and are in accordance with Town Code.

8.2.2. **Phase II Project.** The availability fees and pro rata fees stated in the Public Facilities Permit with respect to the Microsoft Phase II Project (**Exhibit 4**) will be based on the Microsoft Usage Estimates (**Exhibit 5**) applicable to the Microsoft Phase II Project and will be

in accordance with Town Code. After the Public Facilities Permits with respect to the Microsoft Phase II Project is paid and signed, it will be attached to this Agreement as Exhibit 4.

8.3. Actual Usage/Excess. The Town may impose additional availability fees and pro rata fees if the Microsoft Phase I Project's and/or the Microsoft Phase II Project's actual usage exceeds the Maximum Available Water Volume or the Maximum Available Wastewater Volume applicable thereto. Any additional availability fees and pro rata fees imposed shall be based on Microsoft's actual usage and the availability fees and pro rata fees in effect as provided for in the Town Code at the time any additional fees are required.

**Article IX
(Intentionally omitted)**

**Article X
Additional Terms**

10.1. (Intentionally omitted).

10.2. Termination For Cause/Default. Either Party may terminate this Agreement if the other Party fails to perform any material obligation hereunder and such failure is not cured within ninety (90) days of the non-defaulting Party's notice thereof. Any notice of default shall specify the default with reasonable specificity. If the identified default requires more than ninety (90) days to cure, the time allowed to cure the default shall be extended for a reasonable time provided the defaulting Party diligently pursues curing the default and provided that the default is cured within one year of the notice of default.

10.3. Force Majeure.

10.3.1. Effect on Obligations. If any Party is unable, in whole or in part, to carry out its obligations under this Agreement as a result of a Force Majeure event (as defined in this Agreement), such Party shall give notice and a reasonably full description of such Force Majeure

event to the other Party as soon as practical after the occurrence of the Force Majeure event. The obligations of the Party giving such notice shall be suspended during the continuance of the inability to perform caused by the Force Majeure event only to the extent of such inability. The Party giving such notice shall exercise commercially reasonable efforts to remedy the effects of the Force Majeure event with reasonable dispatch.

10.3.2. Definition. As used in this Agreement, any acts, events, or occurrences that are not caused by the gross negligence or willful misconduct of the affected Party and are beyond the reasonable control of such Party or any of its personnel may be considered "Force Majeure" events. Depending upon the facts and circumstances, the following may be a Force Majeure event; acts of God; earthquakes; unusually severe weather conditions; unusually severe drought; blight; famine; quarantine; blockade; governmental acts by non-party government agencies, the delay or inability to obtain regulatory approvals despite due diligence in seeking such approvals, court orders or injunctions; war; insurrection or civil strife; sabotage; and terrorism.

10.3.3. Excuse from Performance by Governmental Acts. If for any reason during the term of this Agreement, local, state, or federal governments or agencies fail to issue necessary permits, fail to grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems for the Town Water System or the Town Wastewater System, then to the extent that such requirements shall affect the ability of any Party to perform any of the terms of the Agreement, the affected Party shall be excused from the performance thereof and a new agreement shall be negotiated by the Parties in conformity with such permits, approvals, or requirements; provided, however, that the foregoing shall not excuse any obligations of the Town to the extent such government is the Town.

10.3.4. The Town reserves the right to restrict the supply of water or wastewater collection services to the Microsoft Property when the public welfare may require, as reasonably determined by the Town.

10.4. **Assignment.** Except as provided in this Section, no Party hereto shall assign or otherwise convey any of its rights, titles, or interests under this Agreement without the prior written consent of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed. Upon notice to the Town, but without the need for consent, Microsoft may assign this Agreement and any or all of its rights, title, and interests hereunder to (i) a lender, if any (or its designee) as security in connection with obtaining or maintaining any project financing for the Microsoft Project and such lender may further assign this Agreement and such rights, title and interests in connection with the exercise of remedies under any such financing, (ii) an affiliate of Microsoft or (iii) an entity succeeding to the ownership of the Microsoft Project. All covenants, terms, conditions, and provisions of this Agreement shall extend to and be binding upon any successors and assigns of the Parties hereto.

10.5. **Notices.** All requests, notices and other communications required or permitted to be given under this Agreement shall be in writing and delivered personally or sent by electronic means, by nationally recognized express-style courier service requiring delivery receipts, or postage prepaid by U.S. Mail, return receipt requested, as follows:

If to Town:

Town of Leesburg
25 W. Market St.
Leesburg, Virginia 20176
Attention: Town Manager

With a copy to:

Town of Leesburg
25 W. Market St.
Leesburg, Virginia 20176
Attention: Town Attorney

If to Microsoft:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Attn: Data Center Portfolio Management
Email: SSAPortfolio@microsoft.com; ssacontract@microsoft.com

With a copy to:

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399
Attn: Corporate, External & Legal Affairs
Email: MCIOCELA@microsoft.com

Notices shall be deemed received by the addressee on the day of actual receipt unless such day is not a business day (i.e., Monday through Friday, excluding holidays recognized by the Commonwealth of Virginia or the government of the United States), in which case such notice shall be deemed to have been received on the next business day. However, if such notice is received after 5:00 pm on a business day it shall be deemed delivered the next business day. Changes of address or addresses for notice shall comply with this Section.

10.6. No Waiver. The waiver by any Party of any failure on the part of any other Party to perform any of its obligations under this Agreement shall not be construed as a waiver of any future or continuing failure or failures, whether similar or dissimilar thereto.

10.7. Dispute Resolution. If any dispute arises out of or in connection with matters concerning this Agreement, either Party may initiate the dispute resolution procedures of this Section by providing notice to the other Party of the existence and nature of the dispute. The dispute shall be referred to the respective Parties' representatives, who shall attempt to resolve

the dispute. If such representatives can resolve the dispute, such resolution shall be reduced to a signed writing and shall be binding upon the Parties. In the event a dispute cannot be resolved by the Parties' representatives within fifteen (15) business days (or such longer period as mutually agreed by the Parties), either Party may demand in writing that the dispute be submitted for resolution to a senior officer of Microsoft and of the Town, which each Party shall promptly designate in its sole discretion. The designated senior officers promptly shall begin discussions in an effort to agree upon a resolution of the dispute. If the senior officers do not agree upon a resolution of the dispute within thirty (30) business days of the date that such demand was made (or such longer period as mutually agreed by the Parties), then either Party may elect to abandon the discussions and seek other remedies available at law.

10.8 Choice of Law and Venue.

10.8.1. Choice of Law. This Agreement, and all amendments and modifications hereof, and all documents and instruments executed and delivered pursuant hereto or in connection herewith, shall be governed by and construed and enforced in accordance with the internal laws and codes of the Commonwealth of Virginia, without regard to its principles of conflict of laws.

10.8.2. Venue. All judicial actions or proceedings brought against a Party with respect to this Agreement shall be brought in the Circuit Court of Loudoun County, Virginia or the United States District Court for the Eastern District of Virginia, and by its execution and delivery of this Agreement, each Party accepts, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. Each Party irrevocably waives any objection (including any objection based upon the grounds of "forum non conveniens") that it now or hereafter may have

to the bringing or prosecution of any such action or proceeding with respect to this Agreement or the documents and instruments contemplated hereby in the Commonwealth of Virginia.

10.8.3. **Waiver of Jury Trial.** Each Party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each Party hereby irrevocably and unconditionally waives any and all rights it may have to a trial by jury in respect of any litigation resulting from, arising out of or relating to this Agreement or the transactions contemplated hereby.

10.9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, NEITHER PARTY HERETO SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, DOWN TIME COSTS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL AND/OR CLAIMS OF CUSTOMERS OF THE OTHER PARTY FOR SUCH DAMAGES, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO THE SAME AND RELEASES THE OTHER PARTY FOR SUCH DAMAGES.

10.10. **Entire Agreement; Amendment.** This Agreement sets forth the full and complete understanding of the Parties with respect to the subject matter hereof as of the Effective Date, and supersedes any and all agreements and representations (oral or written) made or dated prior hereto. After the Effective Date, this Agreement may be supplemented and amended only by written agreement signed by authorized representatives of the Parties, and any proposed supplement or amendment made to the contrary shall be void *ab initio*.

10.11. **Severability.** In the event that any provision of this Agreement or the documents and instruments contemplated hereby is held by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement to give effect to the intentions of the Parties to the maximum extent practicable. The other terms of this Agreement shall remain in full force and effect.

10.12. **Counterparts.** The Parties may sign this Agreement in counterparts with the same effect as if all signing Parties signed the same document. All counterparts shall be construed together and constitute one and the same Agreement.

10.13. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto, and their respective successors or assigns, and no right or cause of action shall accrue to, upon or by reason hereto or for the benefit of any third party not a party hereto or a successor or assign of a Party.

10.14. **No Holding Out.** Nothing in this Agreement shall be deemed or considered a “holding out” by the Town as the sole, exclusive or primary water or wastewater service provider outside of the Town’s boundaries in the area of the Microsoft Property, nor shall it operate as a commitment to provide such services to any person other than Microsoft and its successors and permitted assigns, or for any purposes other than the Microsoft Project.

[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the officers whose names appear below as of the date first written above.



MICROSOFT CORPORATION

By: _____ (SEAL)

Name: BENJAMIN D. DANDREFF

Title: ASSISTANT SECRETARY

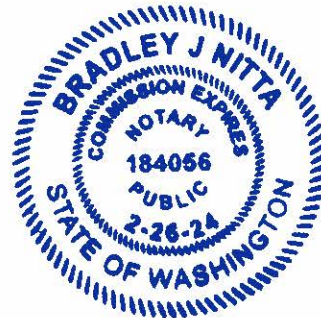
STATE OF WASHINGTON
COUNTY OF KING, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that BENJAMIN D. DANDREFF as ASSISTANT SECRETARY of Microsoft Corporation, whose name is signed to the foregoing Water and Wastewater Service Agreement appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 19TH day of JULY, 2020.

Notary Public

My commission expires:
Notary Registration Number:



APPROVED AS TO FORM:

TOWN OF LEESBURG, VIRGINIA:

By: _____
Name: _____
Title: _____

By: _____ (SEAL)
Kelly Burk, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk, as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing Water and Wastewater Service Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires:
Notary Registration Number:

Exhibit 1

Resolution No. 2019-180

[see attached]

The Town of
**Leesburg,
Virginia**

PRESENTED: November 26, 2019

RESOLUTION NO. 2019-180

ADOPTED: November 26, 2019

A RESOLUTION: **CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE I)**

WHEREAS, Microsoft Corporation (the "Applicant") requests approval of Town of Leesburg, Virginia ("Town") water and sanitary sewer extensions to a proposed project on a parcel (Parcel Identification Number 235-29-7431-000) (the "Microsoft Property"). The project involves the first phase of the development of the Microsoft Property ("Microsoft Phase I") for a data center and administrative uses; and

WHEREAS, Microsoft Phase I is located outside the Town's corporate limits, but within the Town of Leesburg Joint Land Management Area ("JLMA") and within the Town's water and sewer utility service area; and

WHEREAS, existing and proposed Town water and sanitary sewer infrastructure are located in the vicinity of the Microsoft Property. A 16-inch water main is located approximately 1600 feet north of the Microsoft Property and designed to extend south with approved Compass Creek Development plans. A revision is required on the Compass Creek Development plans to increase the approved 12-inch water main to 16 inches. A 14-inch lined gravity sewer main traverses the entire Microsoft Property; and

WHEREAS, existing water and sewer pro rata agreements under Town Code §§ 34-30 and 34-128 identify the Microsoft Property as a "benefitted parcel" and/or a "named property". The Applicant, therefore, is responsible for water and sewer pro rata payments due under the agreement(s); and

WHEREAS, the Town has entered into the Agreement for the Construction of Phase II Lower Sycolin Gravity Main with the Peterson Companies, dated as of March 24, 2015 (the "2015 Pro Rata Agreement"). This Pro Rata Agreement provides for the Town to share certain construction costs incurred in constructing sanitary sewer facilities to serve the "Crosstrail Southern" area, which includes the Microsoft Phase I area; and

WHEREAS, the Town Council adopted Resolution No. 2015-039; dated March 24, 2015, which designates the Crosstrail (Southern) as a benefitted parcel and assigns certain costs to the

**A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE I)**

Crosstrail (Southern) property for purposes of future pro rata payments. The Microsoft Property is located in the area designated as Crosstrail (Southern); and

WHEREAS, the Town has adopted resolutions establishing pro rata payments for properties served by the Route 643 Waterline and Route 643 Water Storage Tank projects; and

WHEREAS, the Director of Utilities recommends approval of the extensions of Town water and sewer services for Microsoft Phase I provided the Applicant satisfies the conditions stated in this Resolution.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia as follows:

SECTION I. The Town Council approves the extensions of Town water and sanitary sewer services to Microsoft Phase I in accordance with §§ 34-25 and 34-123 of the Town Code, provided the Applicant satisfies the following conditions:

1. Data center infrastructure design and development of the Microsoft Phase I shall not encroach upon the Town's existing or proposed water and sanitary sewer easements located within the boundaries of the Microsoft Property.

2. All water and sewer connection fees, water and sewer availability fees, sanitary sewer and water pro rata fees and other applicable fees for water and sanitary sewer services shall be paid at the issuance of a Public Facilities Permit ("PFP") issued by the Town, or upon issuance of a Loudoun County building permit.

3. For purposes of the water availability fee, the peak daily water demand to the Microsoft Phase I must not exceed the quantity stated by Microsoft in its table provided to the Town, dated September 9, 2019.

4. For purposes of the sewer availability fee, the peak daily sanitary sewer flow from the Microsoft Phase I must not exceed the quantity stated by Microsoft in its table provided to the Town, dated September 9, 2019.

**A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE I)**

5. The Town Council must approve or deny any subsequent request, via a Town Council Resolution, for increased water demand and/or sanitary sewer flow capacities over and above the quantities set forth in paragraphs 3 and 4 of this Resolution.

6. If at any time the Town receives information that the water demand and/or sanitary sewer flow for Microsoft Phase I consistently exceeds the amounts set forth in paragraphs 3 and 4 above, the Applicant or developer shall: (a) seek Town Council approval for increased demand if directed by the Town's Director of Utilities; (b) pay all additional fees set forth in paragraph 2; and (c) if directed by the Town's Director of Utilities, obtain and pay for a comprehensive water and/or sewer model and study that analyzes and defines the impacts to the Town's utility system from the Town's utilities engineering consultant.

7. The Applicant must pay the total sewer pro rata share assigned to the Microsoft Property as a "benefitted parcel" in Resolution No. 2015-039 and as reflected on the final PFP issued by the Town.

8. The Applicant must pay the total water pro rata share assigned to the Microsoft Property and as reflected on the final PFP issued by the Town.

9. The Applicant and the Town will enter into a customer/user service agreement that addresses the level of services provided and the conditions of such service. This agreement may address:

- a. Average and peak demand for water. Peak water demand limit.
- b. Average and peak sanitary sewer flow. Peak sewer flow limit.
- c. Planning for providing water and sanitary sewer service for future phases of the development for the Microsoft Property.
- d. Water demand and sewer equalization storage onsite is not required for Phase I, unless water demand and sewer flow exceeds those quantities stated by Microsoft in its table provided to the Town dated September 9, 2019, and in this event, equalization storage onsite is required.
- e. The disposal of water used for commissioning data center facilities by pumping and hauling.

**A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE I)**

- f. The maximum discharge water temperature limit.
- g. Effluent water quality limits; which could trigger pretreatment requirements if exceeded.
- h. Planning for potential restrictions on water usage if drought restrictions are imposed on the Town's water withdrawal permit.
- i. Sanitary sewer discharge restrictions during wet weather is not required for Phase I, unless water demand and sewer flow exceeds those quantities stated by Microsoft in its table provided to the Town dated September 9, 2019, and in this event, sewer discharge restrictions during wet weather flow conditions are required.
- j. Providing for real-time measurements of the sewer flow and Town access to this flow measurement data.
- k. The installation of a flushing device for water quality maintenance purposes near the end of the water transmission main.

10. Based on the extensions of Town water and sanitary sewer service to Microsoft Phase I, the Town anticipates that the Microsoft Phase I area will be incorporated into the Town boundaries in the future, either by Boundary Line Agreement or Annexation, and as provided for in the Town Plan.

11. Nothing herein shall be deemed a "holding out" by the Town as the sole, exclusive, or primary water and sanitary sewer service provider outside of its boundaries in this vicinity, nor shall it operate as a commitment to provide such services to any party other than the Applicant or for any purpose other than the purposes stated herein and subject to the conditions stated in this Resolution. All proposed extensions of water and sanitary sewer service are subject to the provisions of the Leesburg Town Code and the Leesburg Town Plan.

SECTION II. The Town shall not provide water and sanitary sewer service to the Microsoft Project/Phase I until all conditions set forth in Section I are met.

SECTION III. The approval of extensions of water and sewer sanitary services for a data center and administrative uses and accompanying conditions shall apply to any subsequent purchaser of the parcels listed in this Resolution, and/or successor or assignee of the Applicant,

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE I)

and this Resolution shall be recorded in the Loudoun County Circuit Court Land Records to ensure
notice of the conditions to subsequent purchasers, successors or assignees of the Applicant.

PASSED this 26th day of November, 2019.

Kelly Burk
Kelly Burk, Mayor
Town of Leesburg

ATTEST:

Eileen M. Boeing
Clerk of Council

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that
Kelly Burk, as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing
Resolution, appeared before me and personally acknowledged the same in my jurisdiction
aforesaid.

GIVEN under my hand and seal this 2nd day of December, 2019.

Eileen M. Boeing Eileen M. Boeing
Notary Public

My commission expires: 10-31-2023

Registration Number: 7039344



Exhibit 2

Resolution No. 2020-066

[see attached]

The Town of
Leesburg,
Virginia

PRESENTED: May 26, 2020

RESOLUTION NO. 2020-066

ADOPTED: May 26, 2020

A RESOLUTION: **CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)**

WHEREAS, Microsoft Corporation (the "Applicant") requests approval of Town of Leesburg, Virginia ("Town") water and sanitary sewer extensions to a proposed project on a parcel (Parcel Identification Number 235-29-7431-000) (the "Microsoft Property"). The project involves the second phase of the development of the Microsoft Property ("Microsoft Phase II") for data centers and administrative uses; and

WHEREAS, Microsoft Phase II is located outside the Town's corporate limits, but within the Town of Leesburg Joint Land Management Area ("JLMA") and within the Town's water and sewer utility service area; and

WHEREAS, existing and proposed Town water and sanitary sewer infrastructure are located in the vicinity of the Microsoft Property. A 16-inch water main is located approximately 1600 feet north of the Microsoft Property and designed to extend south with approved Compass Creek Development plans. A revision is required on the Compass Creek Development plans to increase the approved 12-inch water main to 16 inches. A 14-inch lined gravity sewer main traverses the entire Microsoft Property; and

WHEREAS, existing water and sewer pro-rata agreements under Town Code §§ 34-30 and 34-128 identify the Microsoft Property as a "benefitted parcel" and/or a "named property". The Applicant, therefore, is responsible for water and sewer pro-rata payments due under the agreement(s); and

**A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE II)**

WHEREAS, the Town has entered into the Agreement for the Construction of Phase II Lower Sycolin Gravity Main with the Peterson Companies, dated as of March 24, 2015 (the “2015 Pro-rata Agreement”). This Pro-rata Agreement provides for the Town to share certain construction costs incurred in constructing sanitary sewer facilities to serve the “Crosstrail Southern” area, which includes the Microsoft Phase II area; and

WHEREAS, the Town Council adopted Resolution No. 2015-039; dated March 24, 2015, which designates the Crosstrail (Southern) as a benefitted parcel and assigns certain costs to the Crosstrail (Southern) property for purposes of future pro-rata payments. The Microsoft Property is located in the area designated as Crosstrail (Southern); and

WHEREAS, the Town has adopted resolutions establishing pro-rata payments for properties served by the Route 643 Water Storage Tank project; and

WHEREAS, the Director of Utilities recommends approval of the extensions of Town water and sewer services for Microsoft Phase II provided the Applicant satisfies the conditions stated in this Resolution.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia as follows:

SECTION I. The Town Council approves the extensions of Town water and sanitary sewer services to Microsoft Phase II in accordance with §§ 34-25 and 34-123 of the Town Code, provided the Applicant satisfies the following conditions:

1. Data center infrastructure design and development of the Microsoft Phase II shall not encroach upon the Town’s existing or proposed water and sanitary sewer easements located within the boundaries of the Microsoft Property.

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

2. The Applicant shall pay the cost of constructing facilities and improvements needed to connect to the Town's water and sanitary sewer systems to serve Phase II.

3. All Town water and sewer connection fees, water and sewer availability fees, sanitary sewer and water pro-rata fees and other applicable Public Facilities Permit (PFP) fees for water and sanitary sewer services shall be paid prior to the issuance of any Building Permit issued by Loudoun County.

4. For purposes of the water availability fee, the peak daily water demand to the Microsoft Phase II must not exceed the quantity stated by Microsoft in its table provided to the Town, dated May 14, 2020.

5. For purposes of the sewer availability fee, the peak daily sanitary sewer flow from the Microsoft Phase II must not exceed the quantity stated by Microsoft in its table provided to the Town, dated May 14, 2020.

6. The Town Council must approve or deny any subsequent request, via a Town Council Resolution, for increased water demand and/or sanitary sewer flow capacities over and above the quantities set forth in paragraphs 4 and 5 of this Resolution.

7. If at any time the Town receives information that the water demand and/or sanitary sewer flow for Microsoft Phase II consistently exceeds the amounts set forth in paragraphs 4 and 5 above, the Applicant or developer shall: (a) seek Town Council approval for increased demand if directed by the Town's Director of Utilities; (b) pay all additional fees set forth in paragraph 3; and (c) if directed by the Town's Director of Utilities, obtain and pay for a comprehensive water and/or sewer model and study that analyzes and defines the impacts to the Town's utility system from the Town's utilities engineering consultant.

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

8. Previously, the Applicant paid the total sewer pro-rata share assigned to the Microsoft Property as a “benefitted parcel” in Resolution No. 2015-039 with the Phase I PFP.

9. The Applicant must pay the total water pro-rata share assigned to the Microsoft Property and as reflected on the final PFP issued by the Town.

10. The Applicant and the Town will enter into a water and wastewater service agreement that addresses the level of services provided to Microsoft’s Phase I and Phase II project and the conditions of such service. This agreement may address:

a. Average and peak demand for water. Peak water demand limit.

b. Average and peak sanitary sewer flow. Peak sewer flow limit.

c. Water demand and sewer equalization storage onsite was not required for Phase I. During the design of Phase II, the additional water demand and sewer flow for Phase II provided to the Town dated May 14, 2020 will be evaluated and determined if Phase II may require equalization storage onsite.

d. The disposal of water used for commissioning data center facilities by pumping and hauling.

e. The maximum discharge water temperature limit.

f. Effluent water quality limits; which could trigger pretreatment requirements if exceeded.

g. Planning for potential restrictions on water usage if drought restrictions are imposed on the Town’s water withdrawal permit.

h. Sanitary sewer discharge restrictions during wet weather is not required for Phase I. During the design of Phase II, the additional sewer flow for Phase II provided to the Town dated

**A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER
EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF
MICROSOFT CORPORATION (MICROSOFT PHASE II)**

May 14, 2020 will be evaluated and determined if Phase II may require sewer discharge restrictions.

i. Providing for real-time measurements of the sewer flow and Town access to this flow measurement data.

j. The installation of a flushing device for water quality maintenance purposes near the end of the water transmission main.

11. The approval of the extensions of Town water and sanitary sewer services to Microsoft Phase II in accordance with §§ 34-25 and 34-123 of the Town Code is conditioned on and subject to Microsoft's and Loudoun County's agreement to a Boundary Line Adjustment (BLA) bringing the entire Microsoft property into the Town boundaries as provided for in the Town Plan.

12. Nothing herein shall be deemed a "holding out" by the Town as the sole, exclusive, or primary water and sanitary sewer service provider outside of its boundaries in this vicinity, nor shall it operate as a commitment to provide such services to any party other than the Applicant or for any purpose other than the purposes stated herein and subject to the conditions stated in this Resolution. All proposed extensions of water and sanitary sewer service are subject to the provisions of the Leesburg Town Code and the Leesburg Town Plan.

SECTION II. The Town shall not provide water and sanitary sewer service to the Microsoft Project/Phase II until all conditions set forth in Section I are met.

SECTION III. The approval of extensions of water and sewer sanitary services for a data center and administrative uses and accompanying conditions shall apply to any subsequent purchaser of the parcels listed in this Resolution, and/or successor or assignee of the Applicant, and this

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

Resolution shall be recorded in the Loudoun County Circuit Court Land Records to ensure notice of the conditions to subsequent purchasers, successors or assignees of the Applicant.

PASSED this 26th day of May, 2020.

Kelly Burk
Kelly Burk, Mayor
Town of Leesburg

ATTEST:

Doreen Bragg
Clerk of Council

LF\LeesburgRMS\Town_Clerk\Resolutions\2020\0526 Water and Sanitary Sewer Service Extension Approval to Microsoft Phase II Project

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk, as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing Resolution, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 28 day of May, 2020.

Ann Marie Smith
Notary Public

My commission expires: 2/29/24

Registration Number: 7677893



Exhibit 3

Public Facilities Permit – Phase I

[see attached]



NON-RESIDENTIAL PUBLIC FACILITIES PERMIT

Department of Utilities
 1385 Russell Branch Parkway ♦ 20175
 Telephone (703) 771-2762 ♦ FAX (703) 737-7185

PFP No. 20-103

Date Fee Request Received: 1/23/20

Receipt # _____

Date: 1/23/20

| | | | | | |
|--|----------------------|----------------|--|-----------------------------|--|
| Applicant's Name, Mailing Address & Phone Number: Microsoft Corporation One Microsoft Way Redmond, WA 98052 Attn: Greg Deeney | | | | PERMIT EXPIRES 1/31/2020 | |
| Location/Street Address: 19540 COMPASS CREEK PARKWAY- IAD01 ADMIN | | | | | |
| Subdivision Name: | COMPASS CREEK | SECTION | | LOT | |

| | | |
|--|---------------|--------------------|
| 1. WATER CONNECTION FEE – (\$120 + Meter Cost) Size of Meter: Two 2" meters (if approved plans show different meter size, permit to be updated) | UWCONN | \$5,748.00 |
| 2. FIRE LINE CONNECTION FEE – Included with datacenter | UFIREC | \$0.00 |
| 3. SEWER CONNECTION FEE – | USCONN | \$120.00 |
| 4. OCCUPANCY INSPECTION FEE - | UCCTV | \$100.00 |
| 5. CROSS CONNECTION INSPECTION FEE - Size of Meter: 2" x two meters | UCCINS | \$240.00 |
| 6. WATER & SEWER AVAILABILITY FEES - NON-RESIDENTIAL: 1,100 gpd x \$33.53 | UAVFEE | \$36,883.00 |
| 7. PRO RATA PAYMENTS DUE: WATER LINE FEES - Rte 643 Storage* \$5.41 x 1,100 gpd Rte 643 Booster* Included with IAD-01 *Reimbursement for Town's Capital Improvement Project for all parcels within Sycolin Water Pressure Zone | | \$5,951.00 |
| SANITARY SEWER LINE FEES – Included with IAD-01 SHELL | | \$0.00 |
| STORM DRAINAGE FEES – | | \$0.00 |
| 8. METER SET (\$50 per meter) | UMSET | \$100.00 |
| TOTAL AMOUNT DUE | | \$49,142.00 |

CONDITIONS OF PERMIT: Water and sewer service line inspections are required before occupancy is issued. Please call 703-771-2762 to schedule inspections and request meter set. Cross connection inspection and submission of applicable backflow device testing results must be submitted prior to occupancy. The original public facilities permit must be presented to obtain water service materials. If peak usage consistently exceeds 1,100 gpd, additional availability fees and/or pro ratas will be assessed. Customer service agreement shall be executed between Town and Microsoft prior to meter set.

TLZP# OUT OF TOWN LIMITS

| | | | |
|------------------------------|-------------|------------------------------|-------------|
| | 1/30/20 | | 1/22/20 |
| APPLICANT'S SIGNATURE | DATE | DIRECTOR OF UTILITIES | DATE |



the hometown of the 21st century

NON-RESIDENTIAL PUBLIC FACILITIES PERMIT

Department of Utilities

1385 Russell Branch Parkway ♦ 20175

Telephone (703) 771-2762 ♦ FAX (703) 737-7185

PPF No. 20-104

Date Fee Request Received: 1/23/20

Receipt # _____

Date: 1/23/20

| | | | | | |
|--|----------------------|----------------|--|--|--|
| Applicant's Name, Mailing Address & Phone Number: Microsoft Corporation One Microsoft Way Redmond, WA 98052 Attn: Greg Deeney | | | | BE LOAN COMPLETED IN 10 BUSINESS DAYS FROM THIS DATE 1/21/2020 | |
| Location/Street Address: 19540 COMPASS CREEK PARKWAY-IAD-01 | | | | | |
| Subdivision Name: | COMPASS CREEK | SECTION | | LOT | |

| | | |
|---|--------------------------------|--|
| 1. WATER CONNECTION FEE – (\$120 + Meter Cost) Size of Meter: 3" Water Meter (if approved plans show different meter size, permit to be updated) | UWCONN | \$2,305.00 |
| 2. FIRE LINE CONNECTION FEE – (\$120) | UFIREC | \$120.00 |
| 3. SEWER CONNECTION FEE –(\$120) Sanitary sewer usage shall be measured and billed based on flume measuring device per customer service agreement. | USCONN | \$120.00 |
| 4. OCCUPANCY INSPECTION FEE - | UCCTV | \$100.00 |
| 5. CROSS CONNECTION INSPECTION FEE - Size of Meter: 3" | UCCINS | \$225.00 |
| 6. WATER & SEWER AVAILABILITY FEES - NON-RESIDENTIAL: Water 138,000 gpd x \$13.33= \$1,839,540 Sewer 26,000 gpd x \$20.20= \$525,200 | UAVFEE | \$1,839,540.00 \$525,200.00 |
| 7. PRO RATA PAYMENTS DUE: WATER LINE FEES - Rte 643 Storage* \$5.41 x 138,000 gpd Rte 643 Booster* \$5.01 x 138,000 gpd = \$691,380 (remaining balance of Pro Rata is \$38,508) *Reimbursement for Town's Capital Improvement Project for all parcels within Sycolin Water Pressure Zone | UPW6ST UPW6BS | \$746,580.00 \$38,508.00 |
| SANITARY SEWER LINE FEES – Lower Sycolin Phase 1 (Pump Station and Forcemain) Lower Sycolin Phase 2 (Gravity Sewer) *Lower Sycolin pro ratas based on Resolution 2015-039 | | \$2,220,929.00 \$2,527,189.00 |
| STORM DRAINAGE FEES - | | \$0.00 |
| 8. METER SET (\$50 per meter) | UMSET | \$50.00 |
| TOTAL AMOUNT DUE | | \$7,900,866.00 |

CONDITIONS OF PERMIT: Water and sewer service line inspections are required before occupancy is issued. Please call 703-771-2762 to schedule inspections and request meter set. Cross connection inspection and submission of applicable backflow device testing results must be submitted prior to occupancy. The original public facilities permit must be presented to obtain water service materials. GPD provided by applicant, if peak use consistently exceeds 138,000 gpd for water or 26,000 gpd for sewer, additional availability fees and/or pro ratas will be assessed. Customer service agreement shall be executed between Town and Microsoft prior to meter set.

TLZP# OUT OF TOWN LIMITS

| | | | |
|------------------------------|-------------|------------------------------|-------------|
| | 1/23/20 | | 1/22/20 |
| APPLICANT'S SIGNATURE | DATE | DIRECTOR OF UTILITIES | DATE |

Exhibit 4

Public Facilities Permit – Phase II

[to be attached in accordance with Section 8.2.2]

Exhibit 5

Microsoft Usage Estimates

[see attached]

Exhibit 5

| | Design Water Demand gpm | Design Water Demand gpd | Design Discharge gpm | Design Discharge gpd |
|----------------------|----------------------------|----------------------------|-------------------------|-------------------------|
| IAD01 | 290 | 138,000 | 85 | 26,000 |
| IAD01 Admin | 25 | 1,100 | 25 | 1,100 |
| Phase 1 Total | 315 | 139,100 | 110 | 27,100 |
| Phase 2 each DC | 235 | 112,000 | 45 | 17,000 |
| Phase 2 Each Admin | 25 | 1,100 | 25 | 1,100 |
| | 260 | 113,100 | 70 | 18,100 |

| | Design Water Demand | | Design Discharge | |
|---------------------------|---------------------|----------------|------------------|---------------|
| | gpm | gpd | gpm | gpd |
| IAD01 (phase 1) | 315 | 139,100 | 110 | 27,100 |
| IAD02 | 260 | 113,100 | 70 | 18,100 |
| IAD03 | 260 | 113,100 | 70 | 18,100 |
| IAD04 | 260 | 113,100 | 70 | 18,100 |
| IAD05 | 260 | 113,100 | 70 | 18,100 |
| Total campus flows | 1,355 | 591,500 | 390 | 99,500 |

Exhibit 6 and 7

Form of Deed of Easement

RECORDATION COVER SHEET

TYPE OF INSTRUMENT: DEED OF EASEMENT

DATE OF INSTRUMENT: _____, 2020

NAME OF GRANTOR: MICROSOFT CORPORATION

NAME OF GRANTEE: TOWN OF LEESBURG, VIRGINIA

COUNTY WHERE PROPERTY LOCATED: LOUDOUN

ELECTION DISTRICT WHERE PROPERTY LOCATED: CATOCTIN

BRIEF DESCRIPTION OF PROPERTY: Parcel A-1 of a Division of the Lands of Leesburg Commercial L.C.

DEED BOOK AND PAGE NUMBER WHERE PROPERTY ACQUIRED: Instrument No. 20180920-0055237

PLAT ATTACHED: Plat Showing Dedication of Waterline Easements and prepared by Dewberry Engineers Inc., dated December 4, 2019 and revised through January 29, 2020

TAX MAP IDENTIFICATION NO: 235-29-7431

TOWN FILE NO.: TLES-2020-0001

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDATION PLEASE RETURN TO: K&L GATES LLP
1601 K STREET, N.W.
WASHINGTON, D.C. 20006
ATTN: ALEX KAPLAN

DEED OF EASEMENT

THIS DEED OF EASEMENT (this “**Deed**”) is made this ____ day of _____, 2020, by and among **MICROSOFT CORPORATION**, a Washington corporation (“**Microsoft**”); and the **TOWN OF LEESBURG, VIRGINIA**, a municipal corporation (the “**Town**”).

WITNESSETH:

WHEREAS, Microsoft is the owner of certain real property situate in Loudoun County, Virginia (the “**Property**”) described as “Plat Showing Dedication of Waterline Easements on Parcel A-1 Leesburg Commercial Subdivision Being the Lands of Microsoft Corporation” on the plat dated December 4, 2019, and revised through January 29, 2020, entitled “Plat Showing Dedication of Waterline Easements” prepared by Dewberry Engineers Inc. (the “**Plat**”), which Plat is attached hereto and made a part hereof;

WHEREAS, Microsoft acquired the Property by Instrument No. 20180920-0055237 dated September 20, 2018 recorded among the land records of Loudoun County, Virginia, and the Property was last modified by Deed of Subdivision and Conveyance, dated as of March 27, 2019, recorded as Instrument No. 20190614-0031658 recorded among the land records of Loudoun County, Virginia;

WHEREAS, it is the desire and intent of Microsoft to grant and convey unto the Town the waterline easements in the location as shown on the Plat as hereinafter provided; and

WHEREAS, the Property is not subject to the lien of any deeds of trust.

WATERLINE EASEMENTS

NOW THEREFORE, WITNESSETH that in consideration of the premises and the sum of One Dollar (\$1.00), cash in hand paid, receipt of which is hereby acknowledged, Microsoft does hereby grant and convey unto the Town, its successors and assigns, easements through, upon and across the Property for the purpose of installing, constructing, operating, maintaining, repairing, replacing, adding to or altering present or future water mains, waterlines, including fire hydrants, valves, meters, building service connections and other appurtenant facilities for the transmission and distribution of water, said easement areas being more particularly bounded and described on the Plat as “C/L 10’ Town of Leesburg Waterline Esm’t.”, “C/L 12’ Town of Leesburg Waterline Esm’t.”, “C/L 15’ Town of Leesburg Waterline Esm’t.”, “C/L 18’ Town of Leesburg Waterline Esm’t.”.

The foregoing waterline easements are subject to the following conditions:

1. All water lines and appurtenant facilities that are installed in the easement areas shall be and remain the property of the Town, its successors and assigns.

2. The Town, its agents and assigns shall have full and free use of said easement areas for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the easements, including the right of access to and from the easement areas and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the Town to erect any building or structure of a permanent nature on such adjoining land.

3. The Town shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement areas being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said water lines and appurtenant facilities; provided, however, that the Town, at its own expense, shall restore as it reasonably deems appropriate for easement use all land or premises which are disturbed in any manner by the installation, construction, operation and maintenance of said waterlines and appurtenant facilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas and the replacement of structures and other facilities as appropriate located outside the easement areas.

4. Microsoft reserves the right to make use of the easement areas herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement areas by the Town for the purposes named; provided, however, that Microsoft shall comply with all applicable Town ordinances and regulations prior to placing any building, roadway or other structure or fence in the easement areas.

SUCCESSORS AND ASSIGNS BOUND

UNLESS OTHERWISE INDICATED HEREIN, the easements granted herein shall be perpetual and shall run with the land, and shall be binding upon Microsoft, its successors and/or assigns and shall insure to the benefit of the Town, its successors and assigns.

STATUTORY COMPLIANCE

This Deed is made in accordance with the statutes made and provided in such cases; with the approval of the proper authorities of the Town, as shown by the signatures affixed to this Deed, and is with the free consent and in accordance with the desire of Microsoft.

The undersigned Microsoft warrants that this Deed is made and executed pursuant to authority properly granted in accordance with the charter and bylaws of Microsoft, the owner and proprietor of the land depicted on the Plat, as aforesaid.

(Signatures and notarial seals are on following pages)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the officers whose names appear below as of the date first written above.



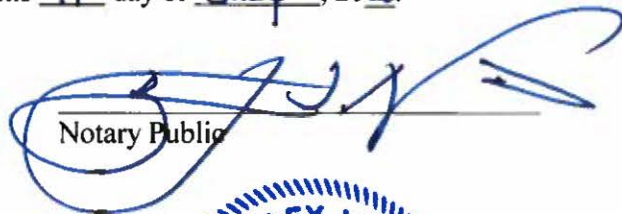
MICROSOFT CORPORATION

By: _____ (SEAL)
Name: BENJAMIN D. ORLANDOFF
Title: ASSISTANT SECRETARY

STATE OF WASHINGTON
COUNTY OF KING, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that BENJAMIN D. ORLANDOFF as ASSISTANT SECRETARY of Microsoft Corporation, whose name is signed to the foregoing Water and Wastewater Service Agreement appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 14th day of JULY, 2020.



Notary Public

My commission expires:
Notary Registration Number:



THIS DEED OF EASEMENT IS HEREBY
ACCEPTED ON BEHALF OF THE TOWN OF
LEESBURG, VIRGINIA.

APPROVED AS TO FORM:

TOWN OF LEESBURG, VIRGINIA:

By: _____
Name: _____
Title: _____

By: _____ (SEAL)
Kelly Burk, Mayor

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing Deed of Easement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires:
Notary Registration Number:

Exhibit 8

Minimum (auto flusher) flushing rate for Phase II

[to be attached in accordance with Section 6.7]

Schedule 1

1. The "Maximum Available Water Volume" shall be (i) for the Microsoft Phase I Project, 139,100 gallons per day, and (ii) for the Microsoft Phase II Project, 452,400 gallons per day.
2. The "Peak Instantaneous Demand for Water" shall be (i) for the Microsoft Phase I Project, 315 gallons per minute, and (ii) for the Microsoft Phase II Project, 1,040 gallons per minute.
3. The "Maximum Available Wastewater Volume" shall be (i) for the Microsoft Phase I Project, 27,100 gallons per day, and (ii) for the Microsoft Phase II Project, 72,400 gallons per day.
4. The "Peak Instantaneous Discharge for Wastewater" shall be (i) for the Microsoft Phase I Project, 110 gallons per minute, and (ii) for the Microsoft Phase II Project, 280 gallons per minute.
5. The "Maximum Wastewater Discharge Temperature" shall be 85°F, or the temperature of the incoming water from the Town as recorded at the water treatment plant, whichever is higher.
6. The "Minimum Wastewater Discharge Temperature" shall be 54°F or the temperature of the incoming water from the town as recorded at the water treatment plant, whichever is lower.
7. The "Minimum Available Flushing Rate" shall be 15,000 gallons per day.

The Town of
**Leesburg,
Virginia**

PRESENTED: August 11, 2020

RESOLUTION NO. 2020-089

ADOPTED: August 11, 2020

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

WHEREAS, Microsoft Corporation (the “Applicant”) requests approval of Town of Leesburg, Virginia (“Town”) water and sanitary sewer extensions to a proposed project on a parcel (Parcel Identification Number 235-29-7431-000) (the “Microsoft Property”). The project involves the second phase of the development of the Microsoft Property (“Microsoft Phase II”) for data centers and administrative uses; and

WHEREAS, Microsoft Phase II is located outside the Town’s corporate limits, but within the Town of Leesburg Joint Land Management Area (“JLMA”) and within the Town’s water and sewer utility service area; and

WHEREAS, existing and proposed Town water and sanitary sewer infrastructure are located in the vicinity of the Microsoft Property. A 16-inch water main is located approximately 1,600 feet north of the Microsoft Property and designed to extend south with approved Compass Creek Development plans. A revision is required on the Compass Creek Development plans to increase the approved 12-inch water main to 16 inches. A 14-inch lined gravity sewer main traverses the entire Microsoft Property; and

WHEREAS, existing water and sewer pro-rata agreements under Town Code §§ 34-30 and 34-128 identify the Microsoft Property as a “benefitted parcel” and/or a “named property”. The Applicant, therefore, is responsible for water and sewer pro-rata payments due under the agreement(s); and

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

WHEREAS, the Town has entered into the Agreement for the Construction of Phase II Lower Sycolin Gravity Main with the Peterson Companies, dated as of March 24, 2015 (the “2015 Pro-rata Agreement”). This Pro-rata Agreement provides for the Town to share certain construction costs incurred in constructing sanitary sewer facilities to serve the “Crosstrail Southern” area, which includes the Microsoft Phase II area; and

WHEREAS, the Town Council adopted Resolution No. 2015-039; dated March 24, 2015, which designates the Crosstrail (Southern) as a benefitted parcel and assigns certain costs to the Crosstrail (Southern) property for purposes of future pro-rata payments. The Microsoft Property is located in the area designated as Crosstrail (Southern); and

WHEREAS, the Town has adopted resolutions establishing pro-rata payments for properties served by the Route 643 Water Storage Tank project; and

WHEREAS,, the Town Council adopted resolution 2019-180 on November 26, 2019, approving the extensions of Town water and sanitary sewer services to Microsoft Phase I in accordance with §§ 34-25 and 34-123 of the Town Code, provided the Applicant satisfied certain conditions; and

WHEREAS, the Town Council adopted resolution 2020-R-066 on May 26, 2019, approving the extensions of Town water and sanitary sewer services to Microsoft Phase II in accordance with §§ 34-25 and 34-123 of the Town Code, provided the Applicant satisfied certain conditions. Section I (11) of resolution 2020-R-055 provided that the approval of extensions of Town water and sanitary services to Microsoft Phase II was conditioned on and

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

subject to Loudoun County's agreement to a Boundary Line Adjustment (BLA) bringing the entire Microsoft property into the Town boundaries as provided for in the Town Plan; and

WHEREAS, the Town and the County are negotiating a proposed economic development and revenue sharing/joint exercise of powers agreement that would provide for the County to share certain personal property tax revenues from the Microsoft property with the Town; and

WHEREAS, the Town wishes to remove the Boundary Line Adjustment condition stated in resolution 2020-R-066 to allow Microsoft to proceed with developing its property on Microsoft's schedule while allowing the Town and the County to continue the negotiation of the economic development and revenue sharing/joint exercise of powers agreement; and

WHEREAS, the Director of Utilities recommends approval of the extensions of Town water and sewer services for Microsoft Phase II provided the Applicant satisfies the conditions stated in this Resolution.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia as follows:

SECTION I. The Town Council approves the extensions of Town water and sanitary sewer services to Microsoft Phase II in accordance with §§ 34-25 and 34-123 of the Town Code, provided the Applicant satisfies the following conditions:

1. Data center infrastructure design and development of the Microsoft Phase II shall not encroach upon the Town's existing or proposed water and sanitary sewer easements located within the boundaries of the Microsoft Property.
2. The Applicant shall pay the cost of constructing facilities and improvements needed to connect to the Town's water and sanitary sewer systems to serve Phase II.

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

3. All Town water and sewer connection fees, water and sewer availability fees, sanitary sewer and water pro-rata fees, and other applicable Public Facilities Permit (PFP) fees for water and sanitary sewer services shall be paid prior to the issuance of any Building Permit issued by Loudoun County.
4. For purposes of the water availability fee, the peak daily water demand to the Microsoft Phase II must not exceed the quantity stated by Microsoft in its table provided to the Town, dated May 14, 2020.
5. For purposes of the sewer availability fee, the peak daily sanitary sewer flow from the Microsoft Phase II must not exceed the quantity stated by Microsoft in its table provided to the Town, dated May 14, 2020.
6. The Town Council must approve or deny any subsequent request, via a Town Council Resolution, for increased water demand and/or sanitary sewer flow capacities over and above the quantities set forth in paragraphs 4 and 5 of this Resolution.
7. If at any time, the Town receives information that the water demand and/or sanitary sewer flow for Microsoft Phase II consistently exceeds the amounts set forth in paragraphs 4 and 5 above, the Applicant or developer shall: (a) seek Town Council approval for increased demand if directed by the Town's Director of Utilities; (b) pay all additional fees set forth in paragraph 3; and (c) if directed by the Town's Director of Utilities, obtain and pay for a comprehensive water and/or sewer model and study that analyzes and defines the impacts to the Town's utility system from the Town's utilities engineering consultant.
8. Previously, the Applicant paid the total sewer pro-rata share assigned to the Microsoft Property as a "benefitted parcel" in Resolution No. 2015-039 with the Phase I PFP.
9. The Applicant must pay the total water pro-rata share assigned to the Microsoft Property and as reflected on the final PFP issued by the Town.
10. The Applicant and the Town will enter into a water and wastewater service agreement that addresses the level of services provided to Microsoft's Phase I and Phase II project and the conditions of such service. This agreement may address:
 - a. Average and peak demand for water. Peak water demand limit.
 - b. Average and peak sanitary sewer flow. Peak sewer flow limit.
 - c. Water demand and sewer equalization storage onsite was not required for Phase I. During the design of Phase II, the additional water demand and sewer flow for Phase II provided to the Town dated May 14, 2020 will be

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

- evaluated and determined if Phase II may require equalization storage onsite.
- d. The disposal of water used for commissioning data center facilities by pumping and hauling.
 - e. The maximum discharge water temperature limit.
 - f. Effluent water quality limits; which could trigger pretreatment requirements if exceeded.
 - g. Planning for potential restrictions on water usage if drought restrictions are imposed on the Town's water withdrawal permit.
 - h. Sanitary sewer discharge restrictions during wet weather is not required for Phase I. During the design of Phase II, the additional sewer flow for Phase II provided to the Town dated May 14, 2020 will be evaluated and determined if Phase II may require sewer discharge restrictions.
 - i. Providing for real-time measurements of the sewer flow and Town access to this flow measurement data.
 - j. The installation of a flushing device for water quality maintenance purposes near the end of the water transmission main.
11. Based on the extensions of Town water and sanitary sewer service to Microsoft Phase I and Phase II, the Town anticipates that the Microsoft Phase I and Phase II areas will be incorporated into the Town boundaries in the future, either by Boundary Line Agreement or Annexation, and as provided for in the Town Plan, or that the Town and the County will enter into an economic development and revenue sharing/joint exercise of powers agreement with respect to the Microsoft property.
12. Nothing herein shall be deemed a "holding out" by the Town as the sole, exclusive, or primary water and sanitary sewer service provider outside of its boundaries in this vicinity, nor shall it operate as a commitment to provide such services to any party other than the Applicant or for any purpose other than the purposes stated herein and subject to the conditions stated in this Resolution. All proposed extensions of water and sanitary sewer service are subject to the provisions of the Leesburg Town Code and the Leesburg Town Plan.

SECTION II. The Town shall not provide water and sanitary sewer service to the Microsoft Project/Phase II until all conditions set forth in Section I are met.

SECTION III. The approval of extensions of water and sewer sanitary services for a data center and administrative uses and accompanying conditions shall apply to any

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE A PORTION OF THE PROPERTY OF MICROSOFT CORPORATION (MICROSOFT PHASE II)

subsequent purchaser of the parcels listed in this Resolution, and/or successor or assignee of the Applicant, and this Resolution shall be recorded in the Loudoun County Circuit Court Land Records to ensure notice of the conditions to subsequent purchasers, successors or assignees of the Applicant.

PASSED this 11th day of August, 2020.

Kelly Burk
Kelly Burk, Mayor
Town of Leesburg

ATTEST:

Julian Bray
Clerk of Council

COMMONWEALTH OF VIRGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk, as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing Resolution, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 13 day of August, 2020.

Tara Belote
Notary Public

My commission expires: 12/31/2022

Registration Number: 305450





Council Meeting Date: September 12, 2022

**TOWN OF LEESBURG
TOWN COUNCIL WORK SESSION
INFORMATION MEMORANDUM**

Subject: Capacity of Utility Plants – Semi Annual Report

Staff Contact: Amy Wyks, P.E. Director of Utilities

Council Action Requested: Information memo only. No action is required by Council at this time.

Staff Recommendation: Information memo only. No staff recommendation at this time.

Commission Recommendation: Not applicable.

Fiscal Impact: Not applicable at this time. If the water plant demand reaches 80% of the rated capacity during a consecutive three-month period, an expansion project or explanation of limited service area growth must be submitted to Virginia Department of Health (VDH).

If the wastewater plant average flow exceeds 95% of the design capacity during any three-month period, a plan of action for compliance must be submitted to the Virginia Department of Environmental Quality (DEQ).

Work Plan Impact: Evaluating water demand and sanitary sewer flow is part of the current work plan for Utilities.

Executive Summary: The semi-annual report compares water usage and wastewater flow with plant capacities and projected flows. Projected flows have been evaluated with various scenarios for approved, planned and potential projects within the current Town Utility Service area and the Joint Land Management Area (JLMA).

Background: There are no material differences in average daily water usage (demand) or wastewater flow for the Town's treatment facilities as compared to our previous semi-annual reports. The key points for this capacity report related to water demand and wastewater flow at the utility plants are as follows:

- The Water Treatment Plant (WTP) maximum (max) day demand for Calendar Year 2022 (6 months) was 5.234 million gallons per day (mgd) which represents 40.6% of the permitted capacity of 12.884 mgd.
- The WTP did not have any days where the demand was above the 80% rated capacity (10.3 mgd) for Calendar year 2022 (6 months).
- The Water Pollution Control Facility (WPCF) average day flow for Calendar Year 2022 (6 months) was 3.796 mgd which represents 50.6% of the permitted capacity of 7.5 mgd.

Attachment #1 is a graphic that shows the Current Status of Capacity for both Utility Plants as of June 30th, 2022 based on 6 months of water usage (demand) and wastewater flow.

As mentioned in the March update, there are significant differences in projected water usage and wastewater flow considering utility service in the JLMA and how it may develop with Loudoun Water as the utility provider. As a result, Town Staff reviewed and evaluated flow projections scenarios as follows:

1. Base water demand and wastewater flow - Calendar Year 2022 (6 months – actual)
2. Approved projects – Approved construction plan, under construction or by right (legislative approval)
3. Projected projects – Projected and known development within the Town’s corporate limits based on zoning including Town Plan proposal (“Legacy Leesburg”) with Crescent District and future projects in the JLMA approved by Council
4. Likely JLMA – Development within the JLMA, the parcels identified with the Town most likely providing water and sewer service

Attachment #2 is a spreadsheet that provides the associated water demand and wastewater sewer flows for the scenarios above.

The key point for the flow projection evaluation related to water demand and wastewater flow at the utility plants are as follows:

- The Town’s water and wastewater treatment facilities can provide service to approved and projected development including redevelopment of Crescent District within the corporate limits and approved projects in the JLMA (i.e. Microsoft Phase I and II)
- The Town’s water and wastewater treatment facilities can provide service to a portion of the JLMA based on proximity of existing water and sewer infrastructure. (Categorized as Likely JLMA above). At this point both treatment plants are nearing capacity based on anticipated demand.
- Microsoft project IAD01 is on-line and using Town water and discharging to the Town’s sanitary sewer system. With seasonal demand and usage, the next semi-annual report will address Microsoft’s Phase 1 project being online for the entire calendar year. As future phases are constructed and come online, actual consumption will be included in future reports.

Overall Factors to Consider:

- In January 2022 Loudoun Water’s annual update to Loudoun County’s Finance/Government Operations and Economic Development Committee indicated that Loudoun Water developed infrastructure master planning to focus on serving the JLMA using Loudoun Water’s utility system based on the current Loudoun County Comprehensive Plan.
- Utility plant upgrades may not be funded entirely by data center availability fees.
- Upgrade and expansion of the water treatment plant will require State approval by Virginia Department of Health (VDH) and Department of Environmental quality (DEQ). A water

withdrawal permit is required, and it is possible the permit reissuance will impose low flow restrictions/allocations for water withdrawal.

- Upgrade and expansion of the water pollution control facility will require permit application and reissuance from DEQ. Additional treatment process improvements may be required.
- Town staff met with assigned points of contact for both VDH and DEQ in July 2020. We discussed the decline in water usage (demand) and wastewater flow for individual residential units compared to the industry standard and the Town Design and Construction Standards Manual of 350 gallons per day. Both regulatory agencies agree that the decline is not just a Leesburg trend. Town staff continues to evaluate daily demand and flow and update the flow projections accordingly.
- Significantly higher water demand or sewer flow for any potential data centers, changes in utility providers, or changes of land use in the Loudoun County Comprehensive plan will impact analysis results.

The following assumptions are included in the evaluation:

- Flow projections are based on the period beginning January 1, 2022 and ending June 30, 2022.
- Flow projections are provided for planning purposes only and cannot account for unknown or unapproved development in the Town of Leesburg and the Joint Land Management Area (JLMA).
- The evaluation is for utility treatment facility capacities only and not pipe and pump station capacities.
- Water and sanitary sewer pipe upgrades, improvements, and new pump stations may be required and at the expense of developers
- Cost estimates for upgrades or expansion have not been completed at this time.
- Analysis should be updated for any rezoning or other density changes for Town or JLMA build out.
- Town staff will continue to coordinate and communicate with Loudoun County and Loudoun Water relating to serving properties within the JLMA.
- Water demand and sewer flows for data centers are evaporative cooling technology and not water cooling.

The Semi-Annual Capacity reports are posted to the Town's webpage on the Department of Utilities Publications Page regarding Water and Wastewater Plant Capacities. These graphics include both actual flow and forecasted flows based on known approved projects and future applications. The web link for the Utility Capacity documents is:

<https://www.leesburgva.gov/departments/utilities-water-sewer/about-the-utilities-department/reports-maps/water-and-wastewater-plant-capacities>.

Attachments:

1. Current Status of Utility Plants (As of December 31, 2021 – 6 months)
2. Evaluation of Water and Wastewater Treatment Plant Capacities (As of December 31, 2021 – 6 months) – current DCSM Water demand and Sanitary Sewer Flow

January 30, 2023

Amy Wyks
Deputy Director, Leesburg Utilities Town
of Leesburg
25 W. Market Street
Leesburg, VA 20176

Re: Water Request for Compass Creek
PIN 234-38-2596-001, PIN 234-38-2596-002, PIN 234-48-8819, PIN 244-48-3058-001, PIN 244-48-3058-002

Dear Amy:

Thank you for the opportunity to request our Extension Request for water and sewer to the above-referenced properties.

ANTICIPATED WATER USE DURING CONSTRUCTION:

The basis of design utilizes an Air-Cooled Chiller Plant (“ACCP”) or closed-loop system. After initial construction our flush plan will be utilized to commission/clean the system.

Building 1:

The ACCP incorporates four independent piping loops. Each loop carries approximately 33,000 gallons of liquid. The system will be flushed with water and chemical cleaning agents followed by a clean water flush prior to final fill. The detergent and clean water flushes are expected to require 167,000 gallons of water per flush per loop, for a total of 668,000 gallons of water. The sequence shall be:

- Connect to a properly metered local fire hydrant for water supply.
- Utilize modular pumps and filter trailers to flush at high velocity.
- Discharge lines will run to (10) ten 20,000 gallon frack tanks to contain the discharge.
- The discharge will be pumped and hauled to an approved treatment facility.

The approximate amount of water required to final fill the system is 128,000 gallons, comprised of 96% water and 4% chemicals (inhibitor and biocide).

Building 2:

The ACCP incorporates two independent piping loops. Each loop carries approximately 33,000 gallons of liquid. The system will be flushed with water and a cleaning agent followed by a clean water flush prior to final fill. The detergent and clean water flushes are expected to require 167,000 gallons of water per flush per loop, for a total of 334,000 gallons of water. The sequence shall be:

- Connect to a properly metered local fire hydrant for water supply.
- Utilize modular pumps and filter trailers to flush at high velocity.
- Discharge lines will run to (10) ten 20,000 gallon frack tanks to contain the discharge.
- The discharge will be pumped and hauled to an approved treatment facility.

The approximate amount of water required to final fill the system is 68,000 gallons, comprised of 96% water and 4% chemicals (inhibitor and biocide).

SAFETY PROTOCOL

The commissioning/cleaning process of the system consists of a Flushing Awareness Plan and Flushing Spill Plan.

- During the flush process, there will be shift crews 24/7 to ensure the flush is maintained safely and properly in accordance with an approved Flushing Awareness Plan and Flushing Spill Plan.
- Flushing spill kits are immediately available onsite during the process (containment barrel, sorbent socks, transfer pump, mops, squeegees, shop vac, etc.) that will be utilized in the event of a leak, in accordance with an approved Spill Plan.

Amy Wyks
January 30, 2023
Page Two

ANTICIPATED WATER USE FOR STANDARD BUILDING OPERATIONS:

The domestic water and sewer demands (based on similar sized closed-loop facilities using the same basis of design and ACCP) is used for humidification, drinking, showers, hand washing, flushing toilets, etc. are as follows:

Building 1:

800 GPD Water Load
750 GPD Sewer Load

Building 2:

800 GPD Water Load
750 GPD Sewer Load

We look forward to working with you and your team as this process moves forward.

Sincerely,



Taylor Chess
President of Development
Peterson Companies

The Town of
**Leesburg,
Virginia**

PRESENTED: March 14, 2023

SOLUTION NO. 2023-046

ADOPTED: March 14, 2023

A RESOLUTION: **CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE DATA CENTER AT COMPASS CREEK**

WHEREAS, Leesburg Commercial LC (the "Applicant") requests approval of Town water and sanitary sewer extensions to a proposed data center development consisting of five (5) parcels of land (PIN 234-38-2596-001, PIN 234-38-2596-002, PIN 234-48-8819, PIN 234-48-3058-001, PIN 234-48-3058-002), known as NVA 19 and 20 at Compass Creek (collectively, the "Subject Property"); and

WHEREAS, the Subject Property at Compass Creek is located outside the Town's Corporate Limits but within the Town's and County's Joint Land Management Area (JLMA); and

WHEREAS, the Subject Property is adjacent to the Town's Corporate Limit, within the Town's current water and sewer utility service area and surrounded by properties that are Town utility customers; and

WHEREAS, existing and proposed Town water and sanitary sewer infrastructure are located within the vicinity of the Subject Property; and

WHEREAS, existing water and sewer pro-rata agreements under Town Code §§ 34.1-118 and 34.1-220 identify the Subject Property (formally Crosstrail) as a "benefitted parcel" and/or a "named property". The Applicant, therefore, is responsible for water and sewer pro-rata payments due under the agreement(s); and

WHEREAS, the Town has entered into the Agreement for the Construction of Phase II Lower Sycolin Gravity Main with the Peterson Companies, dated March 24, 2015 (the "2015 Pro-rata Agreement"). This 2015 Pro-rata Agreement provides for the Town to share certain construction costs incurred in constructing sanitary sewer facilities to serve the "Crosstrail Northern" area, which includes the Phase I at Compass Creek area; and

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE DATA CENTER AT COMPASS CREEK

WHEREAS, the Town Council adopted Resolution No. 2015-039; dated March 24, 2015, which designates the Crosstrail (Northern) as a benefitted parcel and assigns certain costs to the Crosstrail (Northern) property for purposes of future pro-rata payments. The Subject Property is located in the area designated as Crosstrail (Northern); and

WHEREAS, the Town adopted a resolution establishing pro-rata payment for properties served by the Route 643 Tank and the Lower Sycolin Sewer Phase 2, Area B; and

WHEREAS, the Director of Utilities recommends approval of the extensions of Town water and sanitary sewer services to the Subject Property so long as the conditions set forth in this Resolution are met by the Applicant, its successors or assigns.

THEREFORE, RESOLVED, by the Council of the Town of Leesburg in Virginia as follows:

1. The extensions of municipal water and sanitary sewer services for the Subject Property are approved in accordance with section with Section 34.1-114 and 34.1-216 of the Town Code conditioned upon the Applicant's written agreement to conform its development on the Subject Property with the following conditions:
 - a. All water and sewer connection, availability, sanitary sewer pro-rata share, water pro-rata share and any other standard applicable fees for water and sanitary sewer service shall be paid prior to the issuance of a Building Permit issued by Loudoun County.
 - b. Data center infrastructure design and development shall not encroach upon the Town's existing or proposed water and sanitary sewer easements located within the Subject Property without the prior authorization by the Town, provided that the Applicant shall have the right to relocate easements at its sole expense, in consultation with the Town, to avoid such encroachment.

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE DATA CENTER AT COMPASS CREEK

- c. The Applicant shall pay the costs of constructing facilities and improvements needed to connect to the Town's water and sewer system to serve the Subject Property.
- d. All sanitary sewer flow will be by gravity. A public sanitary sewer pump station will not be approved.
- e. Connections to the Town's Utility systems is limited only to domestic supply and discharge needs and not data center air chilling and mechanical processes. Water or liquids from data center start up and commissioning activities will not be discharged to the Town's sanitary sewer system. The mechanical and closed loop cooling systems for the data center will not be connected to either the Town's potable water supply or the Town's sewer discharge system. Typical floor drain discharge will be evaluated during the review process and addressed in the water and wastewater service agreement to ensure containment and other pretreatment requirements.
- f. For purposes of mechanical cooling, water will be required to commission the chilling and mechanical system for the data center uses on the Property ("commissioning water"). The Town agrees to supply commissioning water in the amount of 672,000 gallons for Building 1 and 336,000 gallons for Building 2. The commissioning water will be billed as construction water through a rented fire hydrant meter. Discharged commissioning water will be stored in temporary storage tanks on the Subject Property and hauled to an appropriate jurisdiction for processing; the Town will not accept this commissioning water in its sewer system or at the Town's water pollution control facility. The Town further agrees to supply final mechanical water in the amount of 128,000 gallons for Building 1 and

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE DATA CENTER AT COMPASS CREEK

128,000 gallons for Building 2. The final mechanical water will be billed as construction water through a rented fire hydrant meter.

- g. For purposes of the water availability fee, the peak daily water demand from the Subject Property will not exceed 800 gallons per day for Building 1 (400,000 square feet of data center) and 800 gallons per day for Building 2 (200,000 square feet of data center and office space) as stated in the letter provided to the Town, dated January 30, 2023.
- h. For purpose of the sewer availability fee, the peak daily sewer usage from the Subject Property will not exceed 800 gallons per day for Building 1 (400,000 square feet of data center) and 800 gallons per day for Building 2 (200,000 square feet of data center and office space) as stated in the letter provided to the Town, dated January 30, 2023.
- i. The Town Council must approve or deny any subsequent request, via a Town Council Resolution, for increased water demand and/or sanitary sewer flow capacities over and above the quantities set forth in paragraphs g and h of this Resolution.
- j. If at any time the Town receives information that the water demand and/or sanitary sewer flow for the Subject Property consistently exceeds the amounts set forth in paragraphs e and f above, the Applicant or developer shall: (a) seek Town Council approval for increased demand if directed by the Town's Director of Utilities; (b) pay all additional fees set forth in paragraph 3; and (c) if directed by the Town's Director of Utilities, obtain and pay for a comprehensive water and/or sewer model and study that analyzes and defines the impacts to the Town's utility system from the Town's utilities engineering consultant.

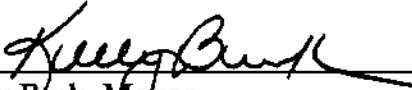
A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE DATA CENTER AT COMPASS CREEK

- k. The Applicant agrees to pay the total water and sewer pro-rata shares assigned to the Subject Property and as reflected on the final PFP issued by the Town.
- l. The Applicant and the Town will enter into a water and wastewater service agreement that addresses the level of services provided to the Subject Property and the conditions of such service. This agreement shall address issues related to data center start up, data center operations and data center monitoring, including, without limitation, floor drains and the commissioning and periodic flushing discharge from the mechanical and closed loop air cooled chiller systems.
- m. In exchange for Town water and sewer services, the Applicant shall provide written acknowledgement within 30 days of the adoption of the resolution, to the Town of the Applicant's consent, without reservation or qualification, for the Subject Property to come in to the Town boundaries, either via the annexation commenced by the Town's Notice of Annexation currently pending before the Virginia Commission on Local Government which includes the request that the Subject Property be annexed into the municipal boundaries of the Town of Leesburg, or to seek incorporation of the Subject Property into the municipal boundaries of the Town of Leesburg through a boundary line agreement with Loudoun County, or through any other legal means pursuant to applicable law. Such consent will be binding on the Applicant's successors and assigns. Based on the extension of Town water and sanitary sewer service to serve the Subject Property (PIN 234-38-2596-001, PIN 234-38-2596-002, PIN 234-48-8819, PIN 234-48-3058-001, PIN 234-48-3058-002) the Town expects these parcels to be incorporated into the Town boundaries, either by Boundary Line Agreement or Annexation as provided for in the Town Plan.

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE DATA CENTER AT COMPASS CREEK

- n. In consideration of the extension of Town water and sewer services to the Property, the Town Council agrees to adoption of a resolution agreeing to cap the personal property taxes charges on all data center equipment for a minimum of five (5) years following annexation of the Subject Property or boundary line adjustment resulting in the Property being located within the municipal limits of the Town.
 - o. Nothing herein shall be deemed a "holding out" by the Town as a sole water and sanitary sewer provider outside its boundaries in this vicinity nor shall it operate as a commitment to provide such services to any party other than the Applicant or for any purpose other than the purposes stated herein.
2. The Town's obligation to provide water and sewer service to the Subject Property shall be dependent upon satisfaction of all conditions set forth in section 1. The Town's obligation shall not be dependent upon whether the Subject Property is incorporated into the Town's boundaries at the time that all the conditions set forth in section 1 above are met.
 3. The approval of extensions of water and sewer services and the accompanying conditions shall apply to any subsequent purchaser of the parcels listed in this Resolution, and/or successor or assignee of the Applicant. However this approval does not guarantee future expansion of service to other lands outside of the Town's municipal boundaries.

PASSED this 14th day of March 2023.



Kelly Burk, Mayor
Town of Leesburg

ATTEST:


Clerk of Council

A RESOLUTION: CONDITIONAL APPROVAL OF WATER AND SANITARY SEWER EXTENSIONS TO SERVE DATA CENTER AT COMPASS CREEK

COMMONWEALTH OF VIRIGINIA,
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Kelly Burk, as Mayor of the Town of Leesburg, Virginia, whose name is signed to the foregoing Resolution, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 16 day of March, 2023.

Miriam C. Alvarez Marinelli

Notary Public

Miriam C Alvarez Marinelli
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7765444
My Commission Expires 1/31/2026

My commission expires: 01/31/2026

Registration Number: 7765444

Town of Leesburg Development Activity Report

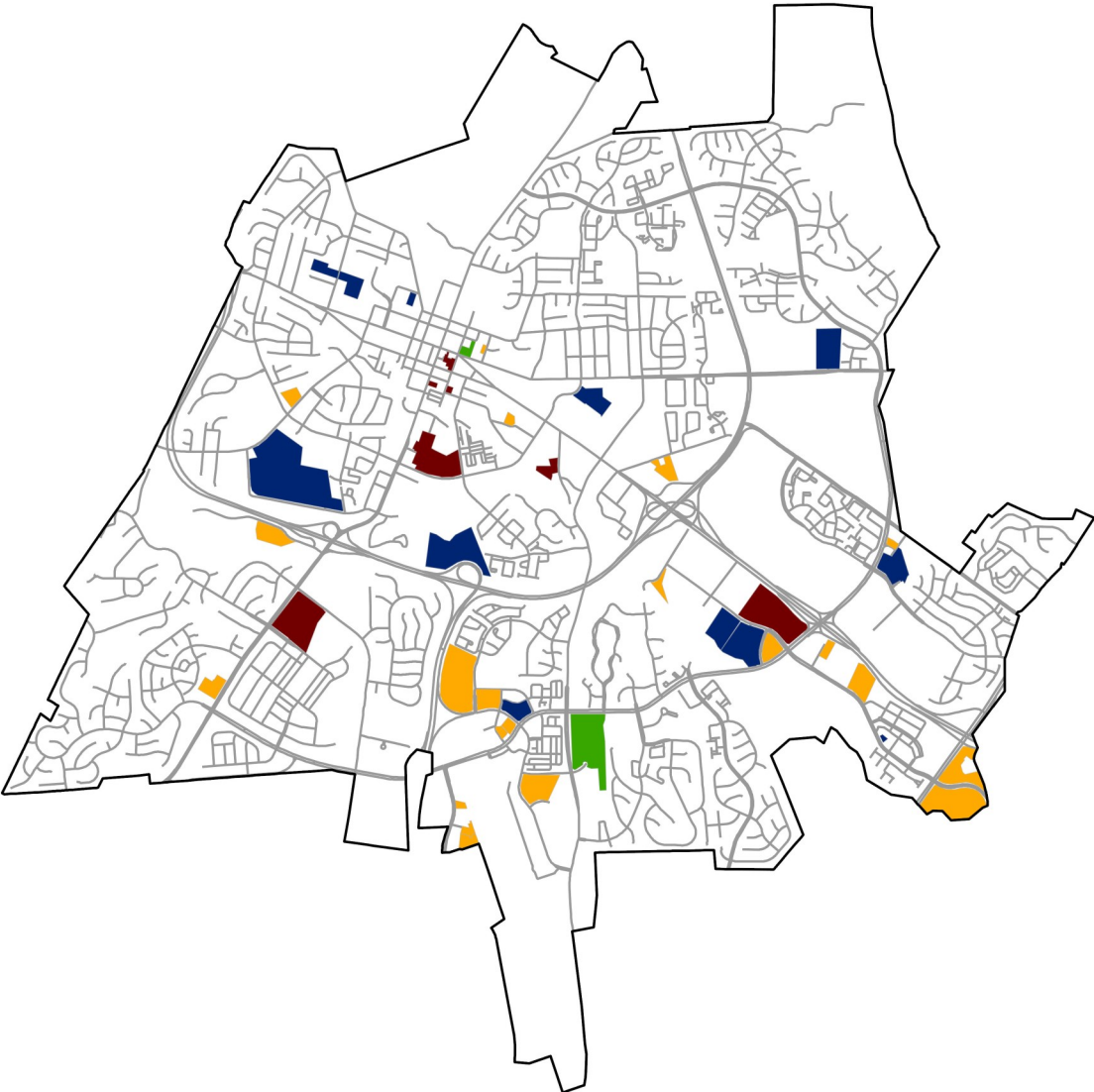
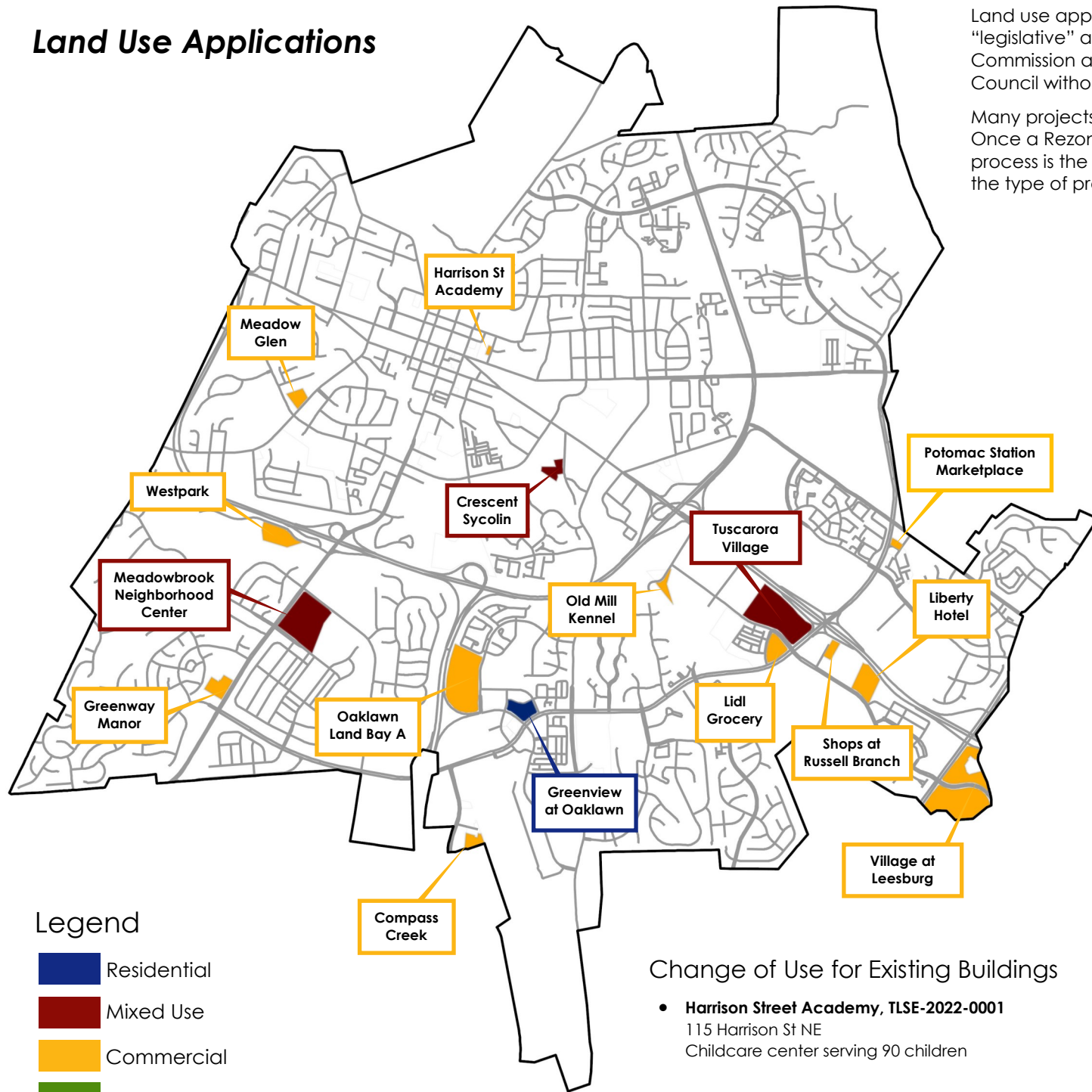


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This report is a snapshot of land use and development activity at various stages in the Town of Leesburg: commercial, residential, mixed use, and institutional. Many projects entail multiple applications, some that are processed sequentially and some that are processed concurrently. However, this report lists each project only once, with the currently active "parent" application. Therefore, this report should not be considered a reflection of the workload of any Town department involved in the review and approval of land development applications.

Land Use Applications



Land use applications include Rezoning, Special Exceptions, and Minor Special Exceptions. These “legislative” applications typically require a public hearing and recommendation from the Planning Commission and a public hearing and action by the Town Council. Minor Special Exceptions go straight to Council without Planning Commission review.

Many projects have both Rezoning and Special Exception applications that are processed concurrently. Once a Rezoning and/or Special Exception application is approved, the next step in the development process is the submission of a Site Plan, Subdivision Plat, and/or Construction Drawings, depending upon the type of project.

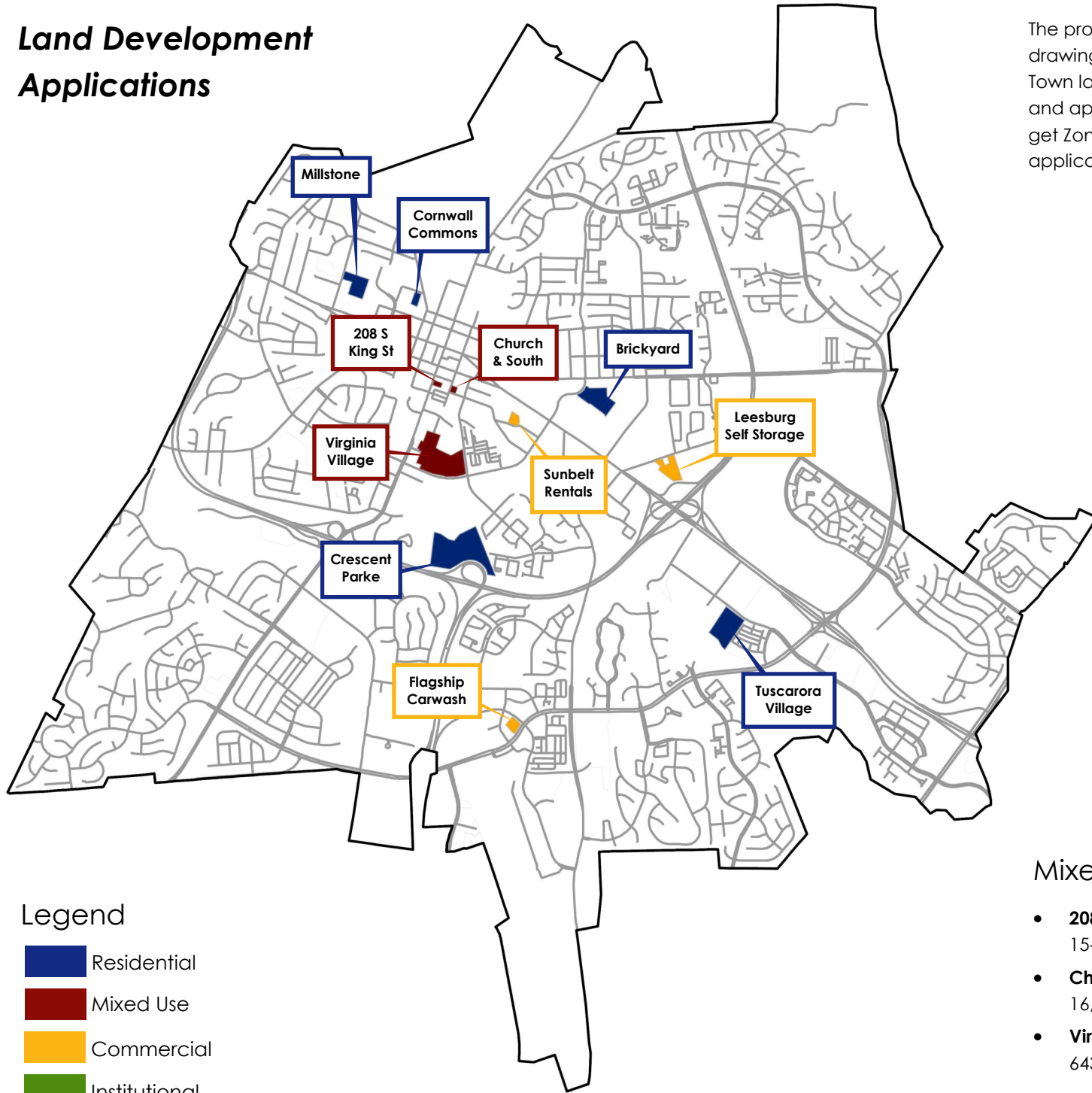
Proposed Development—Active Applications

- Compass Creek Shopping Center**
 - 120,000 sq ft self-storage facility (TLSE-2022-0003)
 - 4,000 sq ft automotive service facility (TSPLEX2023-0003)
- Crescent Sycolin, TLZM-2023-0003 / TLSE-2023-0002**
62 apartments and 5,245 sq ft office space
- Greenview at Oaklawn, TLREZN2023-0001**
184 affordable housing units
- Greenway Manor, TLZM-2018-0005 / TLSE-2018-0010 / TLSE-2018-0011 / TSPLEX2023-0002**
Adaptive reuse of 4 existing buildings and 2 new buildings (46,500 sq ft) for daycare, private school, worship center, and related office/retail space
- Liberty Hotel, TLZM-2022-0004 / TLSE-2022-0004**
140-room hotel and two restaurants
- Lidl Grocery Store, TLZM-2022-0005**
31,000 sq ft grocery store
- Meadow Glen Expansion, TLSE-2022-0008**
1,825 sq ft expansion of existing assisted living facility to add two one-bed rooms.
- Oaklawn Land Bay A, TLREZN2023-0001 / TSPLEX2023-0001**
700,000 sq ft of flex industrial uses
- Shops at Russell Branch, TLZM-2021-0012 / TLSE-2021-0005**
7,000 sq ft restaurant with drive-through lane
- Village at Leesburg, Land Bays D & E, TLZM-2022-0010**
Expansion of industrial uses, no specific development plan
- Westpark, TLZM-2022-0007 / TLSE-2022-0009**
86,400 sq ft flex/industrial space

Proposed Development—Approved Applications

- Meadowbrook Neighborhood Center, TLZM-2021-0002 (Approved Dec 2022)**
34,000 sq ft retail/office; 65 townhomes
- Old Mill Kennel Veterinary Hospital Expansion, TLSE-2022-0007 (Approved Nov 2022)**
6,700 sq ft expansion of existing veterinary hospital
- Potomac Station Marketplace, TLZM-2014-0001 (Approved Nov 2015)**
13,400 sq ft retail building
- Tuscarora Village, TLZM-2013-0001 (Approved Dec 2016)**
443,000 sq ft office; 156,000 sq ft retail; 140-room hotel; 142 multifamily units

Land Development Applications



The projects listed here are those that have active site plan, subdivision plat, and/or construction drawing applications. These applications will be approved administratively. In addition to the Town land development applications, these projects will require building plans to be reviewed and approved by Loudoun County. In order for building permits to be issued, applicants need to get Zoning Permits from the Town, which indicates to the County that the land development applications have been approved by the Town.

Commercial

- **Flagship Carwash, TLPF-2022-0001**
10,000 sq ft carwash
- **Leesburg Self Storage, TLPF-2020-0006**
250,000 sq ft self-storage facility
- **Sunbelt Rentals, TLPF-2022-0021**
4,700 sq ft retail

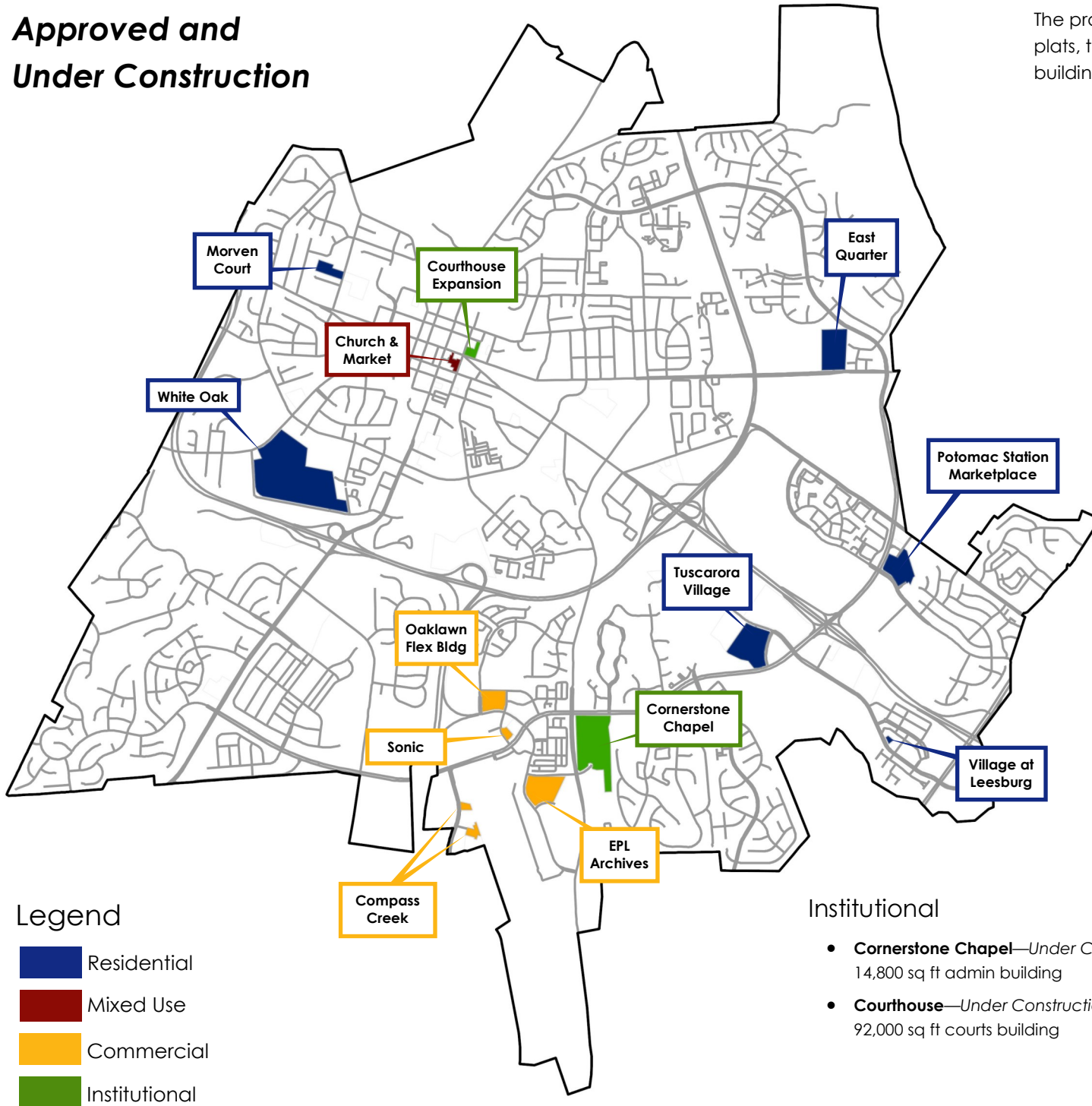
Residential

1. **Brickyard, TLFS-2021-0003**
59 townhomes
2. **Cornwall Commons, TLPF-2009-0018**
19 age-restricted condos
3. **Crescent Parke, TLPS-2017-0001**
178 townhomes; 96 stacked townhomes
4. **Millstone, TLFS-2022-0004**
13 single family homes
5. **Tuscarora Village, Phase 2, TLPF-2019-0029**
55 townhomes; 82 stacked townhomes

Mixed Use

- **208 South King Street, TLSTPL2023-0005**
15-room inn; 5 apartments
- **Church & South, TLPF-2020-0013**
16,439 sq ft office; 3 apartments
- **Virginia Village, TLPF-2022-0010 & TLPS-2022-0001**
643 residential units; 165,800 sq ft retail/office

Approved and Under Construction



The projects listed here are those that are approvable pending posting bonds and/or recording plats, those with fully approved plans but no active building permits, and those with active building permits.

Commercial

- **Compass Creek**—Plans Approved
 - ◆ 3,000 sq ft retail building
 - ◆ 8,000 sq ft restaurant
- **EPL Archives, Building 2**—Plans Approved
140,000 sq ft flex/industrial building
- **Oaklawn Flex Space**—Under Construction
70,400 sq ft flex/industrial building
- **Sonic**—Under Construction
2,400 sq ft fast food restaurant

Residential

- **East Quarter**—Under Construction
64 townhomes (33 completed)
- **Morven Court**—Plans Approved
10 single family homes
- **Potomac Station Marketplace**—Under Construction
61 townhomes, 42 stacked townhomes, 55 condos (20 townhomes & 24 stacked townhomes completed)
- **Tuscarora Village, Phase 1**—Waiting on Commercial Construction due to Proffers
97 townhomes; 92 stacked townhomes (165 completed)
- **Village at Leesburg**—Plans Approvable
60 apartments
- **White Oak**—Under Construction
162 single family homes (58 completed)

Mixed Use

- **Church & Market**—Plans Approved; Site Work Underway
116 apartments
16,800 sq ft office/retail/restaurant

Institutional

- **Cornerstone Chapel**—Under Construction
14,800 sq ft admin building
- **Courthouse**—Under Construction
92,000 sq ft courts building

Legend

- Residential
- Mixed Use
- Commercial
- Institutional

Year-to-Date Development Summary

Land Use Approvals

| Application Number | Application Name | Application Type | Approval Date | Current Status |
|--------------------|-------------------------------------|-------------------|---------------|---|
| TLSE-2023-0001 | Tru Urgent Care (Bellewood Commons) | Special Exception | 11 Apr 2023 | Change of use for existing building (no site plan needed) |
| | | | | |
| | | | | |

Land Development Approvals

| Application Number | Application Name | Application Type | Approval Date | Current Status |
|--------------------|------------------|------------------|---------------|---|
| TLFS-2022-0001 | Morven Court | Subdivision Plat | 16 Jun 2023 | Demolition permit for existing SFD & garage applied for |
| | | | | |
| | | | | |

Year-to-Date Development Summary

Occupancy Permits—Residential

| Development | Unit Type | Under Construction | Completed in 2023 |
|-----------------------------|---------------------|--------------------|-------------------|
| East Quarter | Townhomes | 7 | 14 |
| Meadowbrook | Single Family Homes | 0 | 15 |
| Potomac Station Marketplace | Condos | 55 | 0 |
| Potomac Station Marketplace | Stacked Townhomes | 18 | 24 |
| Potomac Station Marketplace | Townhomes | 10 | 14 |
| Waverly Heights | Single Family Home | 1 | 0 |
| White Oak | Single Family Homes | 16 | 7 |
| Total | | 107 | 74 |

Occupancy Permits—Commercial

| Name | Address | Square Feet | Description |
|---------------------------|----------------------|---------------|-----------------|
| Home 2 Suites | 420 Fort Evans Rd NE | 70,725 | New Hotel |
| Birkby House Conservatory | 190 Liberty St SW | 3,270 | New Event Venue |
| | | | |
| Total | | 73,995 | |